

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

Ellsworth Industrial Park Site,
Downers Grove, Illinois

Proceeding Under Sections 104, 107
and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, 42 U.S.C. §§ 9604,
9607 and 9622.

Docket No. —

V-W-17-C-009

**ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT FOR GROUNDWATER
REMEDIAL INVESTIGATION/
FEASIBILITY STUDY**

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ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT
FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY
OPERABLE UNIT 2

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the parties listed in Appendix A ("Respondents"). The Settlement Agreement concerns the preparation and performance of a remedial investigation and feasibility study ("RI/FS") for Operable Unit 2 ("OU2"), addressing contamination released into groundwater from the industrial park portion of the Ellsworth Industrial Park Site located in Downers Grove, Illinois ("Site") and payment of Future Oversight Costs incurred by EPA in connection with the RI/FS. It is anticipated that the RI work may be conducted in phases.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9607, and 9622 ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to Regional Administrators by EPA Delegation Nos. 14-14-C (Administrative Actions Through Consent Orders, Apr. 15, 1994) and 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, May 11, 1994). These authorities were further redelegated by the Regional Administrator of EPA Region 5 to the Superfund Division Director by Regional Delegations 14-14-C and 14-14-D.

3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the U.S. Department of the Interior, the Illinois Environmental Protection Agency, and the Illinois Department of Natural Resources on December 17, 2015, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal and/or State trusteeship.

4. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of fact in Section V and the conclusions of law and determinations in Section VI. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal

property shall not alter such Respondent's responsibilities under this Settlement Agreement. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements and shall be entitled to seek recovery or bring any other action allowed by law or pursuant to separate agreement among the Respondents regarding their participation in this Settlement Agreement against those Respondents who fail to comply with the Settlement Agreement for any reason, notwithstanding the contribution protection provision in Section XXIV, Paragraph 95, of this Settlement Agreement.

6. Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement.

7. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind Respondents to this Settlement Agreement.

III. STATEMENT OF PURPOSE

8. In entering into this Settlement Agreement, the objectives of EPA and Respondents are: (a) to determine the nature and extent of groundwater contamination resulting from releases at the Ellsworth Industrial Park and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants, or contaminants in groundwater, by conducting a Remedial Investigation, building on previous remedial investigations at the industrial park and focusing primarily on areas downgradient of the industrial park, as more specifically set forth in the Statement of Work ("SOW") attached as Appendix B to this Settlement Agreement; (b) to identify and evaluate groundwater remedial alternatives to prevent, mitigate, or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site, by conducting a Feasibility Study as more specifically set forth in the SOW in Appendix B to this Settlement Agreement; and (c) to recover Future Oversight Costs incurred by EPA with respect to this Settlement Agreement.

9. The Work conducted under this Settlement Agreement is subject to approval by EPA and shall provide all appropriate and necessary information to assess Site groundwater conditions and evaluate alternatives to the extent necessary to select a remedy that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"). Respondents shall conduct all Work under this Settlement Agreement in compliance with CERCLA, the NCP, and all applicable EPA guidances, policies, and procedures.

IV. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations.

Whenever terms listed below are used in this Settlement Agreement or its appendices, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement Agreement as provided in Section XXX.

“Ellsworth Industrial Park Site Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and established under this Settlement Agreement.

“Engineering Controls” shall mean constructed containment barriers or systems that control one or more of the following: downward migration, infiltration, or seepage of surface runoff or rain; or natural leaching migration of contaminants through the subsurface over time. Examples include caps, engineered bottom barriers, immobilization processes, and vertical barriers.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Future Oversight Costs” shall mean all costs, including, but not limited to, direct and indirect costs, payroll costs, contractor costs, travel costs, and laboratory costs, that the United States incurs after the Effective Date under or in connection with the Settlement Agreement for monitoring and supervising Respondents’ performance of the Work to determine whether such performance is consistent with the requirements of this Settlement Agreement, including costs incurred in reviewing deliverables submitted pursuant to this Settlement Agreement, as well as costs incurred in overseeing implementation of the Work.

“Operable Unit 2” or “OU2” shall mean the operable unit addressing contamination in groundwater at any locations where contamination from the industrial park portion of the Site has migrated or threatens to migrate, focusing primarily on areas downgradient of the industrial park.

“Illinois EPA” shall mean the Illinois Environmental Protection Agency and any successor departments or agencies of the State of Illinois.

“Institutional controls” shall mean non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure

to contamination and/or protect the integrity of a remedy by limiting land and/or resource use. Examples of institutional controls include easements and covenants, zoning restrictions, special building permit requirements, and well drilling prohibitions.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter. References to paragraphs in the SOW will be so identified, e.g., “SOW Paragraph 15.”

“Parties” shall mean EPA and Respondents.

“RCRA” shall mean the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992.

“Respondents” shall mean those Parties identified in Appendix A.

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral. References to sections in the SOW will be so identified, e.g., “SOW Section V.”

“Settlement Agreement” shall mean this Administrative Settlement Agreement and Order on Consent, the SOW, all appendices attached hereto (listed in Section XXVIII) and all documents incorporated by reference into this document including without limitation EPA-approved submissions. EPA-approved submissions (other than progress reports) are incorporated into and become a part of the Settlement Agreement upon approval by EPA. In the event of conflict between this Settlement Agreement and any appendix or other incorporated documents, this Settlement Agreement shall control.

“Site” shall mean the Ellsworth Industrial Park Superfund Site, encompassing industrial properties in an industrial park bounded by Burlington Avenue on the north, Belmont Road on the east, Elmore and Inverness Avenues on the south, and I-355 on the west, and also including areas where groundwater contamination has come to be located (including commercial, institutional and residential areas outside the industrial park). The location of the Site, in Downers Grove, DuPage County, Illinois, is depicted generally on the map attached as Appendix C.

“State” shall mean the State of Illinois.

“Statement of Work” or “SOW” shall mean the Statement of Work for development of an RI/FS for the groundwater operable unit, as set forth in Appendix B to this Settlement

Agreement. The Statement of Work is incorporated into this Settlement Agreement and is an enforceable part of this Settlement Agreement as are any modifications made thereto in accordance with this Settlement Agreement.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

"Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (d) any "hazardous waste" under 415 Illinois Compiled Statutes 5/3.220.

"Work" shall mean all activities Respondents are required to perform under this Settlement Agreement, except those required by Section XIV (Retention of Records).

V. FINDINGS OF FACT

11. The industrial park portion of the Site is located in Downers Grove, Illinois. The approximate borders of the industrial park are Burlington Avenue on the north, Belmont Road on the east, Elmore and Inverness Avenues on the south, and I-355 on the west. St. Joseph's Creek runs through the northern end of the Site. The Site also includes areas where groundwater contamination has come to be located. A map depicting the general location of the Site is appended as Appendix C;

12. The industrial park portion of the Site was developed beginning in the early 1960s. Prior to that development, the property was used as farmland. The industrial park is now surrounded by commercial, institutional, and residential development. Respondents are present or past owners and/or operators of industrial properties at the industrial park portion of the Site;

13. Respondents have allegedly used solvents containing volatile organic compounds ("VOCs") in their plant operations or own properties where VOCs were allegedly used, and releases or threat of releases of VOCs have been detected or suspected at those properties;

14. Soil and groundwater sampling results obtained during Site investigations by EPA and the Illinois Environmental Protection Agency ("Illinois EPA") identified the presence of the VOCs trichloroethylene ("TCE"), tetrachloroethylene ("PCE"), and 1,1,1-trichloroethane ("TCA") in soil and groundwater at the Site at levels of potential concern. Sampling data collected by Illinois EPA also indicated that TCE, PCE, and TCA contamination from the industrial park migrated to residential drinking water wells located to the south and east of the industrial park portion of the Site. These results are summarized in reports dated August 2002 and August 3, 2004, prepared by EPA and Weston Solutions, Inc.;

15. On August 8, 2003, a group of Potentially Responsible Parties ("PRPs"), including many of Respondents, entered a CERCLA Administrative Order on Consent ("2003 AOC"). Under that settlement, certain of the PRPs (all of whom denied liability) agreed to repay loans to the Village of Downers Grove up to \$4.275 million to hook up approximately 800 residences to the south and east of the industrial park to a public drinking water supply;

16. Concurrent with the signing of the August 8, 2003 AOC, EPA and the PRPs entered into an Agreement in Principle ("AIP"). The AIP provides (among other things) that, assuming continued cooperation from the PRP Group through the OU2 remedial action process, EPA staff will recommend forgiving its past costs as part of any OU2 remedial action settlement, and by entering into and complying with this Settlement Agreement and the AOCs described in this Section, the Respondents have shown continued cooperation to date;

17. The Site is not listed on the National Priorities List, and is being addressed as a Superfund Alternative Site consistent with "Response Selection and Settlement Approach for Superfund Alternative Sites" (June 24, 2002) and "Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach (SAA Guidance)" (Sept. 28, 2012);

18. On September 29, 2005, a group of PRPs, including many of the Respondents, entered a CERCLA Administrative Settlement Agreement and Order ("2005 AOC"). The Respondents in that settlement (all of whom denied liability) agreed to pay EPA \$1 million in funding for performance of an RI/FS for identification and control of source areas in the industrial park where releases and potential releases of VOCs presented an unacceptable ongoing threat of migration to groundwater. EPA has completed the source control investigation described in that settlement, but has decided to defer selection of a final source control remedy until after completion of the groundwater RI/FS; and

19. Although approximately 800 residences to the south and east of the industrial park were hooked up to a public drinking water supply and therefore are no longer exposed to contaminated groundwater, other potential receptors are present further downgradient. It is currently unknown whether any downgradient receptors may be exposed to unacceptable levels of contamination from the groundwater plume. Moreover, the groundwater aquifer in the vicinity of the Site constitutes a potential future source of drinking water. Insufficient information exists on the current nature and extent of groundwater contamination in OU2, so the plume must be fully characterized and remedial options identified and evaluated.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth in Section V, EPA has determined that:

20. The Ellsworth Industrial Park Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

21. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

22. The conditions described in the Findings of Fact in Section V above constitute an actual and/or threatened "release" of a hazardous substance from the facility as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

23. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

24. Respondents are responsible parties under Sections 104, 107, and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607 and 9622.

a. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

b. Respondents are the "owners" and/or "operators" of portions of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1) and/or were the "owners" and/or "operators" of portions of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

25. The actions required by this Settlement Agreement are necessary to protect the public health, welfare, or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

26. EPA has determined that Respondents are qualified to conduct the RI/FS within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondents comply with the terms of this Settlement Agreement.

VII. SETTLEMENT AGREEMENT AND ORDER

27. Based upon the foregoing Findings of Fact and Conclusions of Law and Determinations, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all appendices to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VIII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

28. Selection of Contractors, Personnel. All Work performed under this Settlement Agreement shall be under the direction and supervision of qualified personnel. Within 30 days after the Effective Date, and before the Work outlined below begins, Respondents shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants, and laboratories to be used in carrying out such Work. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor has a quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995, or most recent version), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001; Reissued May 2006) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA's review, for verification that such persons meet minimum technical background and

experience requirements. If EPA disapproves in writing of any person's technical qualifications, Respondents shall notify EPA of the identity and qualifications of the replacements within 14 days after the written notice. If EPA subsequently disapproves of the replacement, EPA reserves the right to terminate this Settlement Agreement and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondents. During the course of the RI/FS, Respondents shall notify EPA in writing of any changes or additions in the personnel used to carry out such Work, providing their names, titles, and qualifications. EPA shall have the same right to disapprove changes and additions to personnel as it has hereunder regarding the initial notification.

29. Respondents have designated, and EPA has not disapproved, the following individual as Project Coordinator, who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement: Mark A. Travers, Ramboll Environ, 333 West Wacker Drive, Suite 2700, Chicago, IL 60606, (312) 376-8080, mtravers@ramboll.com. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site Work. EPA retains the right to disapprove of the designated Project Coordinator. Respondents shall have the right to change their Project Coordinator, subject to EPA's right to disapprove. Respondents shall notify EPA 7 days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notification. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondents.

30. EPA has designated Leslie Blake of the Superfund Division, Region 5, as its Remedial Project Manager. EPA will notify Respondents of a change of its designated Remedial Project Manager. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the Remedial Project Manager at 77 W. Jackson Blvd, Chicago, Illinois 60604-3590, Blake.Leslie@epa.gov.

31. EPA's Remedial Project Manager shall have the authority lawfully vested in a Remedial Project Manager and On-Scene Coordinator by the NCP. In addition, EPA's Remedial Project Manager shall have the authority consistent with the NCP, to halt any Work required by this Settlement Agreement, and to take any necessary response action when they determine that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA Remedial Project Manager from the area under study pursuant to this Settlement Agreement shall not be cause for the stoppage or delay of Work.

32. EPA may arrange for a qualified person to assist in its oversight and review of the conduct of the RI/FS, as required by Section 104(a) of CERCLA, 42 U.S.C. § 9604(a). Such person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the RI/FS Work Plan.

IX. WORK TO BE PERFORMED

33. Activities and Deliverables. Respondents shall conduct activities and submit plans, reports, or other deliverables as provided by the attached SOW, which is incorporated by reference, for the development of the RI/FS. All such Work shall be conducted in accordance with the provisions of this Settlement Agreement, the SOW, CERCLA, the NCP, and EPA

guidance, including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" ("RI/FS Guidance") (OSWER Directive # 9355.3-01, October 1988 or subsequently issued guidance), "Guidance for Data Useability in Risk Assessment" (OSWER Directive #9285.7-09A, April 1992 or subsequently issued guidance), and guidance referenced therein, and guidances referenced in the SOW, as may be amended or modified by EPA. The general activities that Respondents are required to perform are identified below, followed by a list of plans, reports, and other deliverables. This Settlement Agreement does not obligate the Respondents to complete the remedial investigation for the source area operable unit (OUI). The tasks that Respondents must perform are described more fully in the SOW and guidances. The activities, plans, reports, and other deliverables identified below shall be developed as provided in the RI/FS Work Plan and Sampling and Analysis Plan, and shall be submitted to EPA as provided therein. All Work performed under this Settlement Agreement shall be in accordance with the schedules in this Settlement Agreement or established in the SOW, and in full accordance with the standards, specifications, and other requirements of the RI/FS Work Plan and Sampling and Analysis Plan, as initially approved or modified by EPA, and as may be amended or modified by EPA from time to time, as provided in this Settlement Agreement. In accordance with the schedules established in this Settlement Agreement or in the SOW, Respondents shall submit to EPA and the State copies of all plans, reports, and other deliverables required under this Settlement Agreement, the SOW and the RI/FS Work Plan. All plans, reports and other deliverables will be reviewed and approved by EPA pursuant to Section X (EPA Approval of Plans and Other Submissions). Upon EPA's request, Respondents shall also provide copies of plans, reports, or other deliverables to Community Advisory Groups, Technical Assistance Grant recipients, or any other entities as directed by EPA.

a. Respondents shall submit all deliverables to EPA and the State in electronic form. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5" by 11", Respondents shall also provide EPA with paper copies of such exhibits.

b. Technical Specifications for Deliverables. Sampling and monitoring data should be submitted in standard regional EQUIS Electronic Data Deliverable (EDD) format. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

c. Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://edg.epa.gov/EME/>.

d. Each file must include an attribute name for each site unit or sub-unit submitted. Consult <http://www.epa.gov/geospatial/policies.html> for any further available guidance on attribute identification and naming.

e. Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

f. Scoping. EPA will determine the Site-specific objectives of the RI/FS and devise a general management approach for the Site, as stated in the attached SOW. Respondents shall conduct the remainder of scoping activities as described in the attached SOW and referenced guidances. At the conclusion of the project planning phase, Respondents shall provide EPA with the following plans, reports, and other deliverables:

(1) RI/FS Work Plan. Within 120 days after the Effective Date, Respondents shall submit to EPA RI/FS planning documents for the Initial Phase Investigation (IPI) consistent with Section 1.1.2 of the SOW. Within 120 days after approval of the IPI planning documents, Respondents shall submit to EPA an IPI Technical Memorandum for approval. Within 90 days after approval of the IPI Technical Memorandum Respondents shall submit to EPA a complete RI/FS Work Plan consistent with Section 1.2.1 of the SOW. Upon approval by EPA pursuant to Section X (EPA Approval of Plans and Other Submissions), the RI/FS Work Plan and other planning documents shall be incorporated into and become enforceable under this Settlement Agreement.

(2) Sampling and Analysis Plan. Within 120 days after the Effective Date, Respondents shall submit a Sampling and Analysis Plan to EPA for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions). This plan shall consist of a Field Sampling Plan ("FSP") and a Quality Assurance Project Plan ("QAPP"), as described in the SOW and guidances, including, without limitation, "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-02/009, December 2002 or subsequently issued guidance), and "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001 or subsequently issued guidance). Upon its approval by EPA pursuant to Section X (EPA Approval of Plans and Other Submissions), the Sampling and Analysis Plan shall be incorporated into and become enforceable under this Settlement Agreement.

(3) Site Health and Safety Plan. Within 120 days after the Effective Date, Respondents shall submit for EPA review and comment a Site Health and Safety Plan that ensures the protection of on-site workers and the public during performance of on-site Work under this Settlement Agreement. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992 or subsequently issued guidance). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the RI/FS.

g. Community Involvement Plan and Technical Assistance Plan. EPA will prepare a community involvement plan, in accordance with EPA guidance and the NCP. This plan may utilize elements of existing community involvement plans for the Site. As requested by EPA, Respondents shall provide information supporting EPA's community involvement plan and shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA to explain activities at or concerning

the Site. Within 30 days after a request by EPA, Respondents shall provide EPA with a Technical Assistance Plan ("TAP") for arranging (at Respondents' own expense, up to \$50,000) for a qualified community group: (1) to receive services from an independent technical advisor who can help group members understand Site cleanup issues, and (2) to share this information with others in the community during the Work conducted pursuant to this Settlement Agreement. The TAP shall state that Respondents will provide and arrange for any additional assistance as needed if the selected community group demonstrates such a need as provided in the SOW prior to EPA's issuance of the Record of Decision contemplated by this Settlement Agreement. If EPA disapproves of or requires revisions to the Respondents' draft TAP, in whole or in part, then Respondents shall amend and submit to EPA a revised TAP that is responsive to EPA's comments, within 21 days after receiving EPA's comments.

h. Site Characterization. Following EPA approval or modification of the RI/FS Work Plan and Sampling and Analysis Plan, Respondents shall implement the provisions of these plans to further characterize the Site groundwater. Respondents shall complete Site characterization and submit all plans, reports, and other deliverables in accordance with the schedules and deadlines established in this Settlement Agreement, the SOW, and/or the EPA-approved RI/FS Work Plan and Sampling and Analysis Plan.

i. Baseline Human Health Risk Assessment and Ecological Risk Assessment. Respondents will perform the Baseline Human Health Risk Assessment and Ecological Risk Assessment ("Risk Assessments") in accordance with the SOW, RI/FS Work Plan, and applicable EPA guidance, including but not limited to: "Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part A)," (RAGS, EPA-540-I-89-002, OSWER Directive 9285.7-01A, December 1989); "Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments)," (RAGS, EPA 540-R-97-033, OSWER Directive 9285.7-01D, January 1998); "Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments" (ERAGS, EPA-540-R-97-006, OSWER Directive 9285.7-25, June 1997) or subsequently issued guidance.

j. Draft Remedial Investigation Report. Within the timeframe provided in the EPA-approved RI/FS Work Plan, Respondents shall submit to EPA for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions), a Draft Remedial Investigation Report consistent with the SOW, RI/FS Work Plan, and Sampling and Analysis Plan. The Draft RI Report shall also contain the Risk Assessments required under the preceding subparagraph.

k. Treatability Studies. If the Respondents or EPA identify remedial actions that involve treatment, Respondents shall conduct treatability studies, except where Respondents can demonstrate to EPA's satisfaction that they are not needed. The major components of the treatability studies are described in the SOW. In accordance with the schedules or deadlines established in this Settlement Agreement, the SOW and/or the EPA-approved RI/FS Work Plan, Respondents shall provide EPA with the following plans, reports, and other deliverables for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions):

(1) Candidate Technologies and Testing Needs Memorandum. This memorandum shall be submitted as specified by EPA.

(2) Treatability Testing Work Plan and a Sampling and Analysis Plan. Within 30 days of a request by EPA, Respondents shall submit a Treatability Testing Work Plan and a SAP, or amendments to the original RI/FS Work Plan, FSP, and QAPP, including a schedule.

(3) Treatability Study Site Health and Safety Plan. Within 30 days after the identification of the need for a revised Health and Safety Plan, Respondents shall submit a Treatability Study Site Health and Safety Plan.

(4) Treatability Study Evaluation Report. Within the timeframe provided in the schedule in any approved Treatability Study Work Plan, Respondents shall submit a treatability study evaluation report as provided in the Statement of Work and Work Plan.

1. Development and Screening of Alternatives. Respondents shall develop an appropriate range of remedial options that will be evaluated through the development and screening of alternatives, as provided in the SOW and RI/FS Work Plan. In accordance with the schedules or deadlines established in this Settlement Agreement, the SOW, and/or the EPA-approved RI/FS Work Plan, Respondents shall provide EPA with the following deliverables for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions):

(1) Memorandum on Remedial Action Objectives. The Memorandum on Remedial Action Objectives shall include remedial action objectives for any appropriate Engineering Controls as well as for Institutional Controls.

(2) Memorandum on Development and Screening of Alternatives. The Memorandum shall summarize the development and screening of remedial alternatives.

m. Detailed Analysis of Alternatives. Respondents shall conduct a detailed analysis of remedial alternatives, as described in the SOW and RI/FS Work Plan. In accordance with the deadlines or schedules established in this Settlement Agreement, the SOW, and/or the EPA-approved RI/FS Work Plan Respondents shall provide EPA with the following deliverables and presentation for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions):

(1) Report on Comparative Analysis and Presentation to EPA. Within 30 calendar days after receipt of U.S. EPA's comments on the Alternatives Screening Technical Memorandum, Respondents will submit a report on comparative analysis to EPA. Within 21 days after submitting the report on comparative analysis, Respondents will present to EPA a summary of the findings of the remedial investigation and remedial action objectives, and present the results of the nine criteria evaluation and comparative analysis, as described in the SOW.

(2) Alternatives Analysis for Institutional Controls and Screening. Respondents shall submit a memorandum on the Institutional Controls identified in the

Memorandum on Development and Screening of Alternatives as potential remedial actions. The Alternatives Analysis for Institutional Controls and Screening shall (i) state the objectives (i.e., what will be accomplished) for the Institutional Controls; (ii) determine the specific types of Institutional Controls that can be used to meet the remedial action objectives; (iii) investigate when the Institutional Controls need to be implemented and/or secured and how long they must be in place; (iv) research, discuss, and document any agreement with the proper entities (e.g., state, local government entities, local landowners, conservation organizations, Respondents) on exactly who will be responsible for securing, maintaining, and enforcing the Institutional Controls. The Alternatives Analysis for Institutional Controls and Screening shall also evaluate the Institutional Controls identified in the Memorandum on Development and Screening of Alternatives against the nine evaluation criteria outlined in the NCP (40 C.F.R. § 300.430(e)(9)(iii)) for CERCLA cleanups, including but not limited to costs to implement, monitor, and/or enforce the Institutional Controls. The Alternatives Analysis for Institutional Controls and Screening shall be submitted as an appendix to the Draft Feasibility Study Report.

(3) Draft Feasibility Study Report. Within 45 days after receipt of EPA's comments on the Comparative Analysis of Alternatives Technical Memorandum, Respondents shall submit to EPA a Draft Feasibility Study Report which reflects the findings in the Risk Assessments. Respondents shall refer to Table 6-5 of the RI/FS Guidance for report content and format. The draft report as amended, and the administrative record, shall provide the basis for the proposed plan under CERCLA Sections 113(k) and 117(a), 42 U.S.C. §§ 9613(k) and 9617(a), by EPA, and shall document the development and analysis of remedial alternatives.

34. Upon receipt of the Draft FS Report, EPA will evaluate, as necessary, the estimates of the risk to the public and environment that are expected to remain after a particular remedial alternative has been completed and will evaluate the durability, reliability, and effectiveness of any proposed Institutional Controls.

35. Modification of the RI/FS Work Plan.

a. If at any time during the RI/FS process, Respondents identify a need for additional data, Respondents shall submit a memorandum documenting the need for additional data to the EPA Remedial Project Manager within 21 days after identification. EPA in its discretion will determine whether the additional data will be collected by Respondents and whether it will be incorporated into plans, reports, and other deliverables.

b. In the event of unanticipated or changed circumstances at the Site, Respondents shall notify the EPA Remedial Project Manager by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In the event that EPA determines that the unanticipated or changed circumstances warrant changes in the RI/FS Work Plan, EPA shall modify or amend the RI/FS Work Plan in writing accordingly. Respondents shall perform the RI/FS Work Plan as modified or amended.

c. EPA may determine that in addition to tasks defined in the initially approved RI/FS Work Plan, other additional Work may be necessary to accomplish the objectives of the RI/FS. Respondents agree to perform these response actions in addition to those

required by the initially approved RI/FS Work Plan, including any approved modifications, if EPA determines that such actions are necessary for a complete RI/FS.

d. Respondents shall confirm their willingness to perform the additional Work in writing to EPA within 10 days after receipt of the EPA request. If Respondents object to any modification determined by EPA to be necessary pursuant to this Paragraph, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution). If Respondents seek dispute resolution, the SOW and/or RI/FS Work Plan shall be modified after and in accordance with the final resolution of the dispute.

e. Respondents shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the RI/FS Work Plan or written RI/FS Work Plan supplement. EPA reserves the right to conduct the Work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

f. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions at the Site.

36. Off-Site Shipment.

a. Respondents may ship hazardous substances, pollutants and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with CERCLA Section 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Respondents obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b). Respondents may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if Respondents comply with EPA's "Guide to Management of Investigation Derived Waste," OSWER 9345.3-03FS (Jan. 1992).

b. Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide written notice to the appropriate state environmental official in the receiving facility's state and to the EPA Remedial Project Manager. This written notice requirement shall not apply to any off-Site shipments when the total quantity of all such shipments will not exceed ten cubic yards. The written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents also shall notify the state environmental official referenced above and the EPA Remedial Project Manager of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the written notice after the award of the contract for remedial investigation and feasibility study and before the Waste Material is shipped.

37. Meetings. Respondents shall make presentations at, and participate in, meetings at the request of EPA during the initiation, conduct, and completion of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics will include anticipated problems or new

issues. Meetings will be scheduled at EPA's discretion, in consultation with, and with appropriate advance notice to, Respondents.

38. Progress Reports. In addition to the plans, reports, and other deliverables set forth in this Settlement Agreement, Respondents shall provide to EPA monthly progress reports by the 15th day of the following month. At a minimum, with respect to the preceding month, these progress reports shall (a) describe the actions that have been taken to comply with this Settlement Agreement during that month, (b) include all results of sampling and tests and all other data received by Respondents, (c) describe Work planned for the next two months with schedules relating such Work to the overall project schedule for RI/FS completion, and (d) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

39. Emergency Response and Notification of Releases.

a. In the event of any action or occurrence during, arising from, or relating to performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the EPA Remedial Project Manager or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, EPA Region 5, at (312) 353-2318, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XIX (Payment of Response Costs).

b. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the EPA Remedial Project Manager, or in the event of his/her unavailability, the Regional Duty Officer at (312) 353-2318, and the National Response Center at (800) 424-8802. Respondents shall submit a written report to EPA within 10 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

40. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this Settlement Agreement, in a notice to Respondents EPA shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (e) any combination

of the above. However, EPA shall not modify a submission without first providing Respondents at least one notice of deficiency and an opportunity to cure within 14 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

41. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 40.a, 40.b, 40.c, or 40.e, Respondents shall proceed to take any action required by the plan, report, or other deliverable, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XVI (Dispute Resolution) with respect to the modifications or conditions made by EPA. Following EPA approval or modification of a submission or portion thereof, Respondents shall not thereafter alter or amend such submission or portion thereof unless directed by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 40.c and the submission had a material defect, EPA retains the right to seek stipulated penalties, as provided in Section XVII (Stipulated Penalties).

42. Resubmission.

a. Upon receipt of a notice of disapproval, Respondents shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. Any stipulated penalties applicable to the submission, as provided in Section XVII, shall accrue during the 30-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 43 and 44, respectively.

b. Notwithstanding the receipt of a notice of disapproval, Respondents shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Respondents of any liability for stipulated penalties under Section XVII (Stipulated Penalties).

c. Respondents shall not proceed with any activities or tasks dependent on the following deliverables until receiving EPA approval, approval on condition, or modification of such deliverables: RI/FS Work Plan and Sampling and Analysis Plan, Health and Safety Plan, Draft Remedial Investigation Report and Treatability Testing Work Plan, Treatability Testing Sampling and Analysis Plan, Treatability Testing Health and Safety Plan, and Draft Feasibility Study Report. While awaiting EPA approval, approval on condition, or modification of these deliverables, Respondents shall proceed with all other tasks and activities that may be conducted independently of these deliverables, in accordance with the schedule set forth under this Settlement Agreement.

d. For all remaining deliverables not listed above in Paragraph 42.c, Respondents shall proceed with all subsequent tasks, activities, and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI/FS.

43. If EPA disapproves a resubmitted plan, report, or other deliverable, or portion thereof, EPA may again direct Respondents to correct the deficiencies. EPA shall also retain the right to modify or develop the plan, report, or other deliverable. Respondents shall implement any such plan, report, or deliverable as corrected, modified, or developed by EPA, subject only to Respondents' right to invoke the procedures set forth in Section XVI (Dispute Resolution).

44. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by EPA due to a material defect, Respondents shall be deemed to have failed to submit such plan, report, or other deliverable timely and adequately unless Respondents invoke the dispute resolution procedures in accordance with Section XVI (Dispute Resolution) and EPA's action is revoked or substantially modified pursuant to a Dispute Resolution decision issued by EPA or superseded by an agreement reached pursuant to that Section. The provisions of Section XVI (Dispute Resolution) and Section XVII (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is not otherwise revoked, substantially modified, or superseded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section XVI, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XVII.

45. In the event that EPA takes over some of the Work, but not the preparation of the RI Report or the FS Report, Respondents shall incorporate and integrate information supplied by EPA into the final reports.

46. All plans, reports, and other deliverables submitted to EPA under this Settlement Agreement shall, upon approval or modification by EPA, be incorporated into and enforceable under this Settlement Agreement. In the event EPA approves or modifies a portion of a plan, report, or other deliverable submitted to EPA under this Settlement Agreement, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement.

47. Neither failure of EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondents' deliverables, Respondents are responsible for preparing deliverables acceptable to EPA. Where EPA approval of a deliverable is required under this Settlement Agreement, the SOW, and/or the RI/FS Work Plan, EPA shall indicate the results of its review in writing.

XI. QUALITY ASSURANCE, SAMPLING, AND ACCESS TO INFORMATION

48. Quality Assurance. Respondents shall assure that Work performed, samples taken, and analyses conducted conform to the requirements of the SOW, the QAPP, and guidances identified therein. Respondents will assure that field personnel used by Respondents are properly trained in the use of field equipment and in chain of custody procedures. Respondents shall only use laboratories that have a documented quality system that complies with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001; Reissued May 2006) or equivalent documentation as determined by EPA.

49. Sampling.

a. All results of sampling, tests, modeling, or other data (including raw data) generated by Respondents, or on Respondents' behalf, relating to Work at OU2 during the period that this Settlement Agreement is effective, shall be submitted to EPA in the next monthly progress report after the results are received as described in Paragraph 38. EPA will make available to Respondents validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.

b. Respondents shall orally notify EPA and the State at least 7 working days prior to conducting significant field events as described in the SOW, RI/FS Work Plan, or Sampling and Analysis Plan; provided however, that 15 business days prior notice is required for sample collection activities. At EPA's oral or written request, or the request of EPA's oversight assistant, Respondents shall allow split or duplicate samples to be taken by EPA (and its authorized representatives) or the State of any samples collected in implementing this Settlement Agreement. All split samples of Respondents shall be analyzed by the methods identified in a QAPP. The EPA and State shall provide the results of any split sampling they perform to Respondents.

50. Access to Information.

a. Respondents shall provide to EPA and the State, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to Work at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

b. Respondents may assert business confidentiality claims covering part or all of the Records submitted to EPA and the State under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents, subject to Respondents' rights to appeal a denial of a confidentiality claim under 40 C.F.R. § 2.205(f). Respondents shall segregate and clearly identify all Records submitted under this Settlement Agreement for which Respondents assert business confidentiality claims.

c. Respondents may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing Records, they shall provide EPA and the State with

the following: (i) the title of the Record; (ii) the date of the Record; (iii) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (iv) the name and title of each addressee and recipient; (v) a description of the contents of the Record; and (vi) the privilege asserted by Respondents. However, no Records created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

d. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other Records evidencing conditions at or around the Site.

51. In entering into this Settlement Agreement, Respondents waive any objections to any data gathered, generated, or evaluated by EPA, the State or Respondents in the performance or oversight of the Work that has been verified according to the quality assurance/quality control ("QA/QC") procedures required by the Settlement Agreement or any EPA-approved RI/FS Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the RI/FS, Respondents shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days after the monthly progress report containing the data. This waiver does not apply to any objections to interpretation of the data.

XII. SITE ACCESS AND INSTITUTIONAL CONTROLS

52. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of Respondents, such Respondents shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

53. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 30 days after the Effective Date, or as otherwise specified in writing by the EPA Remedial Project Manager. Respondents shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. If Respondents cannot obtain access agreements, EPA may either (a) obtain access for Respondents or assist Respondents in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as EPA deems appropriate; (b) perform those tasks or activities with EPA contractors; or (c) terminate the Settlement Agreement. Respondents shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XIX (Payment of Response Costs). If EPA performs those tasks or activities with EPA contractors and does not terminate the Settlement Agreement, Respondents shall perform all other tasks or activities not requiring access to that property, and shall reimburse EPA for all

costs incurred in performing such tasks or activities. Respondents shall integrate the results of any such tasks or activities undertaken by EPA into its plans, reports, and other deliverables.

54. Notwithstanding any provision of this Settlement Agreement, EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. COMPLIANCE WITH OTHER LAWS

55. Respondents shall comply with all applicable state and federal laws and regulations when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work is to be conducted off-Site and requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. This Settlement Agreement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIV. RETENTION OF RECORDS

56. During the pendency of this Settlement Agreement and for a minimum of six years after completion of any remedial action, a single Respondent identified to and approved by EPA shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in Respondents' possession or control or that come into their possession or control that relate in any manner to the performance of the Work, regardless of any corporate retention policy to the contrary. In addition, during the pendency of this Settlement Agreement and for a minimum of six years after completion of the Work, each Respondent shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the liability of that Respondent under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after commencement of construction of any remedial action, Respondents shall also instruct their contractors and agents to preserve all Records of whatever kind, nature, or description relating to performance of the Work.

57. At the conclusion of this document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records, and, upon request by EPA, Respondents shall deliver any such Records to EPA. Respondents may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide EPA with the following: (a) the title of the Record; (b) the date of the Record; (c) the name and title of the author of the Record; (d) the name and title of each addressee and recipient; (e) a description of the subject of the Record; and (f) the privilege asserted by Respondents. However, no Records created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

58. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by EPA or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XV. NATURAL RESOURCE DAMAGES

59. For the purposes of Section 113(g)(1) of CERCLA, the Parties agree that, upon the Effective Date of this Settlement Agreement for performance of an RI/FS at the Site, remedial action under CERCLA shall be deemed to be scheduled and an action for damages (as defined in 42 U.S.C. § 9601(6)) must be commenced within 3 years after the completion of the remedial action for the last operable unit at the Site.

XVI. DISPUTE RESOLUTION

60. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

61. If Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Oversight Costs, they shall notify EPA in writing of their objection(s) within 20 days after such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have 20 days from EPA's receipt of Respondents' written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted orally but must be confirmed in writing.

62. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, EPA shall submit its Statement of Position, including supporting documentation, within 15 business days. EPA shall maintain an administrative record of the dispute under this Section. The record shall include the written notification of the dispute, and the Statements of Position. Upon review of the administrative record, an EPA management official at the Superfund Division Director level or higher will issue a written decision. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs, and regardless of whether Respondents agree with the decision.

XVII. STIPULATED PENALTIES

63. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraph 64 for failure to comply with any of the requirements of this Settlement Agreement unless excused under Section XVIII (Force Majeure). "Compliance" by Respondents shall include completion of the Work under this Settlement Agreement or any activities contemplated under any RI/FS Work Plan or other plan approved under this Settlement Agreement identified below, in accordance with all applicable requirements of law, this Settlement Agreement, the SOW, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

64. Stipulated Penalty Amounts.

a. The following stipulated penalties shall accrue per day for any noncompliance with any deadline set forth in this Settlement Agreement, or any deadline in an approved plan or deliverable developed under this Settlement Agreement, including failure to submit timely or adequate reports, or other plans or deliverables pursuant to this Settlement Agreement:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 250	1st through 14th day
\$ 750	15th through 30th day
\$ 1,500	31st day and beyond

65. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 82 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$50,000.

66. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under Section X (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the EPA management official designated in Paragraph 62 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

67. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA may give Respondents written notification of the same and describe the noncompliance. EPA may send Respondents a written demand for the

payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

68. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). Respondents shall make all payments required by this Paragraph to EPA by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference stipulated penalties, Site/Spill ID Number 05B52A, and the EPA docket number for this action.

At the time of payment, Respondents shall send notice that payment has been made as provided in Paragraph 76.c below.

69. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

70. Penalties shall continue to accrue as provided in Paragraph 66 during any dispute resolution period, but need not be paid until 20 days after the dispute is resolved by agreement or by receipt of EPA's decision.

71. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 68.

72. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement Agreement, except in the case of willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XXI (Reservation of Rights by EPA), Paragraph 82. Notwithstanding any other provision of this

Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XVIII. FORCE MAJEURE

73. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, *force majeure* is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

74. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondents shall notify EPA orally within 24 hours of when Respondents first knew that the event might cause a delay. Within 7 business days thereafter, Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

75. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XIX. PAYMENT OF RESPONSE COSTS

76. Payment of Future Oversight Costs.

a. Prepayment of Future Oversight Costs. Within 30 days after the Effective Date, Respondents shall pay to EPA \$100,000.00 as a prepayment of Future Oversight Costs. Respondents shall make payment in accordance with Paragraph 76.b. The total amount paid shall be deposited by EPA in the Ellsworth Industrial Park Site Special Account. These funds shall be

retained and used by EPA to conduct or finance future oversight actions in connection with the Work.

b. Respondents shall pay EPA all Future Oversight Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondents a bill requiring payment that consists of an Itemized Cost Summary, which includes direct and indirect costs incurred by EPA, its contractors, and DOJ. The prepayment made pursuant to Paragraph 76.a shall be credited against the Future Oversight Costs to be billed and paid under this subparagraph. Respondents shall make all payments within 30 days after receipt of each bill requiring payment, except as otherwise provided in Paragraph 78 of this Settlement Agreement. Payments shall be made to EPA by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number 05B52A and the EPA docket number for this action.

c. At the time of payment, Respondents shall send notice that payment has been made to the Remedial Project Manager, and to the EPA Cincinnati Finance Center by email at cinwd_acctsreceivable@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number 05B52A and the EPA docket number for this action.

d. The total amount to be paid by Respondents pursuant to Paragraph 76.a shall be deposited by EPA in the Ellsworth Industrial Park Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Oversight Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Ellsworth Industrial Park Site Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Oversight Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement Agreement or in any other forum.

77. Interest. If Respondents do not pay Future Oversight Costs within 30 days after Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest

on unpaid Future Oversight Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section XVII. Respondents shall make all payments required by this Paragraph in the manner described in Paragraph 76.

78. Respondents may contest payment of any Future Oversight Costs billed under Paragraph 76 if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Oversight Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Such objection shall be made in writing within 30 days after receipt of the bill and must be sent to the EPA Remedial Project Manager. Any such objection shall specifically identify the contested Future Oversight Costs and the basis for objection. In the event of an objection, Respondents shall within the 30-day period pay all uncontested Future Oversight Costs to EPA in the manner described in Paragraph 76. Simultaneously, Respondents shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation, and remit to that escrow account funds equivalent to the amount of the contested Future Oversight Costs. Respondents shall send to the EPA Remedial Project Manager a copy of the transmittal letter and check paying the uncontested Future Oversight Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 76. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 76. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Oversight Costs.

XX. COVENANT NOT TO SUE BY EPA

79. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Oversight Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of all obligations under this Settlement Agreement, including, but not limited to, payment of Future Oversight Costs pursuant to Paragraph 76 (Payment of Future

Oversight Costs). This covenant not to sue extends only to Respondents and does not extend to any other person.

XXI. RESERVATIONS OF RIGHTS BY EPA

80. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

81. The covenant not to sue set forth in Section XX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Future Oversight Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for violations of federal or state law that occur during or after implementation of the Work;
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Oversight Costs under this Settlement Agreement.

82. Work Takeover. In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondents may invoke the procedures

set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXII. COVENANT NOT TO SUE BY RESPONDENTS

83. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Oversight Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the Work or arising out of the response actions for which the Future Oversight Costs have or will be incurred, including any claim under the United States Constitution, the Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Work or payment of Future Oversight Costs.

84. Respondents agree not to seek judicial review of any final rule listing the Site on the NPL based on a claim that changed site conditions that resulted from the performance of the Work in any way affected the basis for listing the Site.

85. Except as expressly provided in Paragraphs 88 (Claims Against *De Micromis* Parties), and 90 (Claims Against *De Minimis* and Ability to Pay Parties), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Section XXI (Reservations of Rights by EPA), other than in Paragraph 81.a (liability for failure to meet a requirement of the Settlement Agreement) or 81.d (criminal liability), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

86. Respondents reserve, and this Settlement Agreement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing

shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' plans, reports, other deliverables, or activities.

87. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

88. Claims Against De Micromis Parties. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) or 113 of CERCLA) that they may have for all matters relating to the Site against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

89. The waiver in Paragraph 88 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Respondent. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

90. Claims Against De Minimis and Ability to Pay Parties. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) or 113 of CERCLA) that they may have for response costs relating to the Site against any person that has entered or in the future enters into a final Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site as of the Effective Date. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XXIII. OTHER CLAIMS

91. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents.

92. Except as expressly provided in Paragraphs 88 (Claims Against De Micromis Parties), and 90 (Claims Against *De Minimis* and Ability to Pay Parties), and Section XX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

93. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIV. EFFECT OF SETTLEMENT/CONTRIBUTION

94. Except as provided in Paragraphs 88 (Claims Against De Micromis Parties), and 90 (Claims Against *De Minimis* and Ability to Pay Parties), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section XXII (Covenant Not to Sue by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

95. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are the Work and Future Oversight Costs.

96. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

97. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the

initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

98. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XX.

99. Effective upon signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by Section XIX (Payment of Response Costs) and, if any, Section XVII (Stipulated Penalties) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 95 and that, in any action brought by the United States related to the "matters addressed," such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

XXV. INDEMNIFICATION

100. Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, contractors, subcontractors, employees, and representatives from any and all claims or causes of action arising from, or on account of negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and representatives in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys' fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

101. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

102. Except as previously reserved by Respondents or agreed upon by the parties in the AIP, 2003 AOC, or 2005 AOC, Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site.

XXVI. INSURANCE

103. At least 7 days prior to commencing any on-Site Work under this Settlement Agreement, Respondents shall cause the contractors and subcontractors performing the Work to secure, and the same contractors and subcontractors shall maintain for the duration of this Settlement Agreement, commercial general liability insurance with limits of \$2 million dollars, for any one occurrence, and automobile insurance with limits of \$2 million dollars, combined single limit, naming the EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement Agreement. Within the same period, Respondents shall provide EPA with certificates of such insurance. Respondents shall cause such contractors and subcontractors to submit such certificates each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement.

XXVII. FINANCIAL ASSURANCE

104. Within 180 days after the Effective Date, Respondents shall establish and maintain financial security for the benefit of EPA, initially in the amount of \$1.3 million in one or more of the following forms, in order to secure the full and final completion of Work by Respondents:

- a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;
- b. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA equaling the total estimated cost of the Work;
- c. a trust fund administered by a trustee acceptable in all respects to EPA;

d. a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

e. a written guarantee to pay for or perform the Work provided by one or more parent companies of Respondents, or by one or more unrelated companies that have a substantial business relationship with at least one of Respondents, including a demonstration that any such guarantor company satisfies the financial test requirements of 40 C.F.R. Part 264.143(f); and/or

f. a demonstration of sufficient financial resources to pay for the Work made by one or more of Respondents, which shall consist of a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

105. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondents shall, within 30 days after receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 104, above. In addition, if at any time EPA notifies Respondents that the anticipated cost of completing the Work has increased, then, within 30 days after such notification, Respondents shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

106. If Respondents seek to ensure completion of the Work through a guarantee pursuant to Paragraph 104.e or 105, Respondents shall (a) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (b) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date, or such other date as agreed by EPA, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the dollar amount to be used in the relevant financial test calculations shall be the current cost estimate of \$1.3 million for the Work at the Site plus any other RCRA, CERCLA or other federal environmental obligations financially assured by the relevant Respondent or guarantor to EPA by means of passing a financial test.

107. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 104 of this Section, Respondents may, at the time of the RI/FS Work Plan approval, or on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution). Respondents may reduce

the amount of security in accordance with EPA's written decision resolving the dispute. Additionally, if Respondents provide the required amount of the financial security in an approved trust fund, they shall be allowed (upon receiving prior written approval from EPA) to draw down funds from the trust fund pursuant to an approved trust agreement to reimburse their payments for the OU2 RI/FS Work; provided that at the time of each such drawdown Respondents certify to EPA, and EPA agrees, that the amount of the financial security remaining after the draw is sufficient to complete the Work. EPA may withhold approval of a request for payment only on the grounds that the requested payment (a) is not for the costs of Work under the Settlement Agreement; (b) would reduce the amount of financial security remaining in the trust fund below the amount necessary to secure completion of the remaining Work; or (c) is otherwise inconsistent with the terms and conditions of the Settlement Agreement. In the event of a dispute regarding EPA withholding approval of a request for payment, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution).

108. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVIII. INTEGRATION/APPENDICES

109. This Settlement Agreement and its appendices and any deliverables, technical memoranda, specifications, schedules, documents, plans, reports (other than progress reports), etc. that will be developed pursuant to this Settlement Agreement and become incorporated into and enforceable under this Settlement Agreement constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the list of Respondents.

"Appendix B" is the SOW.

"Appendix C" is the map of the Site.

XXIX. ADMINISTRATIVE RECORD

110. EPA will determine the contents of the administrative record file for selection of the remedial action. Respondents shall submit to EPA documents developed during the course of the RI/FS upon which selection of the response action may be based. Upon the request of EPA, Respondents shall provide copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports, and other reports. Upon request of EPA, Respondents shall additionally submit any previous studies conducted under state, local, or other federal authorities relating to selection of the response action, and all communications between Respondents and state, local, or other federal authorities concerning

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

XXX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

111. This Settlement Agreement shall be effective upon signature by the EPA Region 5 Superfund Division Director.

112. This Settlement Agreement may be amended by mutual agreement of EPA and Respondents. Amendments shall be in writing and shall be effective when signed by EPA. EPA Remedial Project Managers do not have the authority to sign amendments to the Settlement Agreement.

113. No informal advice, guidance, suggestion, or comment by the EPA Remedial Project Manager or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXXI. NOTICE OF COMPLETION OF WORK

114. When EPA determines that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including but not limited to payment of Future Oversight Costs and record retention, EPA will provide written notice to Respondents. If EPA determines that any Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RI/FS Work Plan if appropriate in order to correct such deficiencies, in accordance with Paragraph 35 (Modification of the RI/FS Work Plan). Failure by Respondents to implement the approved modified RI/FS Work Plan shall be a violation of this Settlement Agreement.

Agreed this 5TH day of JULY, 2017.

For Respondent ARROW GEAR COMPANY

By: [Signature]

Title: CHIEF FINANCIAL OFFICER

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

XXX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

111. This Settlement Agreement shall be effective upon signature by the EPA Region 5 Superfund Division Director.

112. This Settlement Agreement may be amended by mutual agreement of EPA and Respondents. Amendments shall be in writing and shall be effective when signed by EPA. EPA Remedial Project Managers do not have the authority to sign amendments to the Settlement Agreement.

113. No informal advice, guidance, suggestion, or comment by the EPA Remedial Project Manager or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXXI. NOTICE OF COMPLETION OF WORK

114. When EPA determines that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including but not limited to payment of Future Oversight Costs and record retention, EPA will provide written notice to Respondents. If EPA determines that any Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RI/FS Work Plan if appropriate in order to correct such deficiencies, in accordance with Paragraph 35 (Modification of the RI/FS Work Plan). Failure by Respondents to implement the approved modified RI/FS Work Plan shall be a violation of this Settlement Agreement.

Agreed this 6th day of July, 2017.

For Respondent Bison Gear & Engineering Corp

By: Andrew J. Burnett

Title: VP Administration

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

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Agreed this 21st day of July, 2017.

For Respondent Chase Reliant Properties LLC

By: Edward J. Lopez

Title: member

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Agreed this 27 day of JUNE, 2017.

For Respondent CHEMRING ENERGETIC DEVICES, INC.

By: 
W. R. CURRER

Title: PRESIDENT

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

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Agreed this 7th day of JULY, 2017.

For Respondent FUSIBOND PIPING SYSTEMS INC.

By: Kyle J. Manowick

Title: CORP. SECRETARY

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Agreed this JUL 28 day of 2017.

For Respondent _____

By: _____

William Blenwig

Title: _____

Signature Page EIP OU2 Downgradient Groundwater RI/FS 2017 Participation Agreement

FOR Lindy Manufacturing Co.

7/11/17
Date

S. J. Bleiwesst

Name (print): Shell J. Bleiwesst

Title: Attorney

Address: 203 N. LaSalle ST. Suite 2100
Chicago, IL 60601

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Shell J. Bleiwesst

Title: Attorney

Address: 201 N. LaSalle ST. Suite 2100

Phone: Chicago, IL 60601

email: 847-487-7095

sbleiwesst@5404-bleiwesst.com

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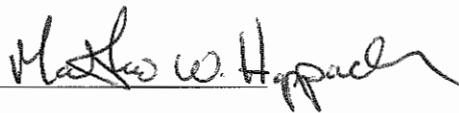
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Agreed this 6 day of July, 2017.

For Respondent Lovejoy, Inc.

By: Mathew W. Happach



Title: President - Lovejoy Group

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Agreed this 31st day of July, 2017.

For Respondent Magnetron International, Inc.

By: [Signature]

Title: Pres. and CEO

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

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Agreed this 11 day of July, 2017.

For Respondent The Morey Corporation

By: Dana Morey

Title: President

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

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Agreed this 10th day of JULY, 2017.

For Respondent PRECISION BRAND PRODUCTS, INC.

By: [Signature]

Title: VP-FINANCIAL

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

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Agreed this 10th day of July, 2017.

For Respondent Principal Manufacturing Corp.

By: [Signature]

Title: Attorney for Principal Manufacturing Corp.

selection of the response action. At EPA's discretion, Respondents shall establish or supplement a community information repository at or near the Site, to house one copy of the administrative record.

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Agreed this 7th day of July, 2017.

For Respondent Rexnord Industries LLC

By: Ann Whiteley

Title: VP, General Counsel & Secretary

It is so ORDERED AND AGREED this 28th day of July, 2017.

BY: 

for Margaret M. Guerriero
Acting Director, Superfund Division
Region 5
U.S. Environmental Protection Agency

APPENDIX A

Arrow Gear Company

Bison Gear & Engineering Corp.

Chase Belmont Properties LLC

Chemring Energetic Devices, Inc.

Fusibond Piping Systems Inc.

William F. Helwig, Jr.

Lindy Manufacturing Co.

Lovejoy, Inc.

Magnetrol International, Inc.

The Morey Corporation

Precision Brand Products, Inc.

Principal Manufacturing Corp.

Rexnord Industries, LLC

APPENDIX B

STATEMENT OF WORK
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
OPERABLE UNIT 2
ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

I. PURPOSE

This Statement of Work (SOW) sets forth the requirements for conducting a Remedial Investigation and Feasibility Study (RI/FS) for Operable Unit 2 (OU2) at the Ellsworth Industrial Park Site (the Site), Downers Grove, Illinois. The boundaries of the industrial portion of the Ellsworth Industrial Park (EIP) Site are Burlington Avenue to the north, Elmore and Inverness Avenues to the south, Belmont Avenue to the east, and Interstate 355 (I-355) to the west. The Site also includes any other areas where hazardous substances, pollutants or contaminants from the EIP or from former operations at the EIP have or may have come to be located.

OU2 addresses characterization of the nature and extent of groundwater contamination resulting from releases of certain chlorinated solvents at the EIP. A previous RI was completed by the United States Environmental Protection Agency (U.S. EPA) for the source areas and groundwater in the EIP (Operable Unit 1 or OU1). The OU2 RI Report shall fully evaluate the nature and extent of hazardous substances, pollutants or contaminants in groundwater, focusing primarily on the groundwater plume area outside the EIP. The OU2 RI Report shall also assess the risk which these hazardous substances, pollutants or contaminants present for human health and the environment. The OU2 RI Report shall provide sufficient data to develop and evaluate effective remedial alternatives to address groundwater contamination at the Site. The FS Report shall evaluate alternatives for addressing the impact to human health and the environment from hazardous substances, pollutants or contaminants in the groundwater contamination plume.

The Respondents shall prepare and complete the RI and FS Reports in compliance with the Administrative Order on Consent (AOC), SOW, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 C.F.R. Part 300) as amended and all requirements and guidance for RI/FS studies and reports, including but not limited to U.S. EPA Superfund Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA/540/G-89/004, October 1988) (RI/FS Guidance), and any other guidance that the U.S. EPA uses in conducting or submitting deliverables for an RI/FS. Exhibit B sets forth a partial list of guidance used by U.S. EPA for an RI/FS.

The Respondents shall furnish all personnel, materials, and services necessary for, or incidental to, performing the OU2 RI/FS at the Site, except as otherwise specified herein.

II. DOCUMENT REVIEW

The Respondents shall submit all documents or deliverables required as part of this SOW to the U.S. EPA, with a copy to the state agency, for review and approval by U.S. EPA. After review of any plan, report or other item which is required to be submitted for approval pursuant to this AOC, U.S. EPA, after reasonable opportunity for review and comment by the state agency, may: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (e) any combination of the above. However, U.S. EPA will not modify a submission without first providing Respondents at least one notice of deficiency and opportunity to cure within 45 days. (See Section X of the AOC for procedures concerning U.S. EPA Approval of Plans and Other Submissions.)

III. SCOPE

Respondents shall complete the following tasks as part of this RI/FS:

- Task 1: Project Scoping and RI/FS Planning Documents
- Task 2: Community Involvement Support and Technical Assistance Plan
- Task 3: Site Characterization
- Task 4: Remedial Investigation Report
- Task 5: Treatability Studies (as needed)
- Task 6: Development and Screening of Alternatives (Technical Memorandum)
- Task 7: Detailed Analysis of Alternatives (FS Report)
- Task 8: Progress Reports

TASK I: Project Scoping and RI/FS Planning Documents

1.1. Site Background

The Respondents shall gather and analyze the existing Site background information and shall conduct a Site visit to assist in planning the scope of the RI/FS.

1.1.1. Collect and Analyze Existing Data

Before planning the RI/FS activities, the Respondents shall thoroughly review all existing Site data. Existing site data includes presently available data relating to the varieties and quantities of hazardous substances, pollutants and contaminants at the Site, past disposal practices, and the results of previous sampling activities and additional information, if any, submitted to U.S. EPA by the Respondents or other sources. U.S. EPA has initially identified the following potential contaminants of concern (PCOCs) at the Site: trichloroethylene (TCE); tetrachloroethene (PCE); 1,1,1 trichloroethane (TCA); 1,1-dichloroethene; 1,1-dichloroethane; 1,2-dichloroethane; cis-1,2-dichloroethene; trans-1,2-dichloroethene; vinyl chloride; carbon tetrachloride and related daughter and breakdown products, and 1,4-dioxane.

1.1.2. Conduct Site Visit

The Respondents may visit the Site during the project scoping phase to develop a better understanding of the Site, and focus on the sources and the known and potential areas of contamination, as well as potential exposure pathways and receptors at the Site. During the Site visit, the Respondents shall observe, to the extent possible, the site's physiography, hydrology, geology, and demographics, as well as natural resource, ecological and cultural features. The Respondents shall coordinate any visit with the U.S. EPA Remedial Project Manager (RPM).

1.2. RI/FS Planning Documents (Work Plan/Field Sampling Plan/QAPP)

1.2.1. General Requirements

Within 120 calendar days after the effective date of the AOC, the Respondents shall submit draft RI/FS Planning Documents for the Initial Phase Investigation (IPI) (including the Work Plan/Field Sampling Plan, Quality Assurance Project Plan, and Health and Safety Plan) to U.S. EPA, with a copy to the state agency, for review and approval by U.S. EPA. Within 120 days after approval of the IPI planning documents, Respondents shall submit to U.S. EPA an IPI Technical Memorandum for approval. Within 90 days after approval of the IPI Technical Memorandum Respondents shall submit to U.S. EPA a complete RI/FS Work Plan.

The objective of the RI/FS Planning Documents is to develop an RI/FS strategy and general management plan that accomplishes the following:

- A remedial investigation that fully determines the nature and extent of the release or threatened release of hazardous substances, pollutants, or contaminants into groundwater from the EIP. In performing this investigation, the Respondents shall gather sufficient data, samples, and other information to fully characterize the nature and extent of the groundwater contamination, to support the human health and ecological risk assessments, and to provide sufficient data for the identification and evaluation of remedial alternatives for OU2, in conjunction with the information developed in the OU1 RI. The OU2 RI will build on previously developed data and focus primarily on areas downgradient of the industrial park, although it may include collection of groundwater data from existing monitoring wells in OU1. It is anticipated that the RI work may be conducted in phases.
- A feasibility study that identifies and evaluates alternatives for remedial action to protect human health and the environment by preventing, eliminating, controlling or mitigating the release or threatened release of hazardous substances, pollutants, or contaminants in groundwater at and from the Site.

When scoping the specific aspects of the project, the Respondents shall meet with U.S. EPA to discuss all project planning decisions and special concerns associated with the Site.

The RI/FS Planning Documents shall include a detailed description of the tasks the Respondents shall perform, the information needed for each task, a detailed description of the information the Respondents shall produce during and at the conclusion of each task, and a description of the work products that the Respondents shall submit to U.S. EPA and the state agency. This includes the deliverables set forth in this SOW; a schedule for each of the required activities consistent with the RI/FS Guidance and other relevant guidance; and a project management plan including a data management plan (e.g., requirements for project management systems and software, minimum data requirements, requirements for submittal of electronic data, data format and backup data management), monthly reports to U.S. EPA and the state agency, and meetings and presentations to U.S. EPA and the state agency at the conclusion of each major phase of the RI/FS. The Respondents shall refer to Appendix B of the RI/FS Guidance for a description of the required contents of the RI/FS Planning Documents.

The RI/FS Planning Documents shall include the preliminary objectives for the OU2 remedial action; preliminary potential state and federal Applicable or Relevant and Appropriate Requirements (ARARs) (chemical-specific, location-specific and action-specific); a description of the Site management strategy developed by the Respondents and U.S. EPA during scoping; a preliminary identification of remedial alternatives; and data needs for fully characterizing the nature and extent of groundwater contamination, evaluating risks and developing and evaluating remedial alternatives, focusing primarily on areas downgradient of the EIP. It is anticipated that most of the data will be developed for areas outside the EIP. The RI/FS Planning Documents shall reflect coordination with treatability study requirements, if any. The RI/FS Planning Documents shall also include a process for and manner of refining and/or identifying additional federal and state ARARs, and for preparing the human health and ecological risk assessments and the feasibility study.

1.2.2. Specific Requirements

The Respondents shall prepare the RI/FS Planning Documents as described in “Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA,” October, 1988 and shall include:

1.2.2.1 Site Background

The Site Background section shall include a brief summary of the Site location, description, physiography, hydrology, geology, demographics, ecological, cultural and natural resource features, Site history, description of previous investigations and responses conducted at the Site by local, state, federal, or private parties, and Site data evaluations and project planning completed during the scoping process.

1.2.2.2 Work Plan/Field Sampling Plan

Respondents shall prepare the Work Plan/Field Sampling Plan (FSP) portion of the RI/FS Planning Documents to ensure that sample collection and analytical activities are conducted in accordance with technically acceptable protocols and that the data meet the Site-specific Data Quality Objectives as established in the Quality Assurance Project Plan (QAPP) and FSP. All

sampling and analyses performed shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. The Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance.

Upon request by U.S. EPA, the Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. The Respondents shall provide U.S. EPA with the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. The Respondents shall also ensure the provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B and Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites.

Upon request by U.S. EPA, the Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by the Respondents or their contractors or agents. The Respondents shall notify U.S. EPA not less than 15 business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

1.2.2.3. Data Gap Description/Data Acquisition

As part of the FSP, the Respondents shall analyze the currently available data. The Respondents shall identify those areas of the Site and nearby areas that require data and evaluation in order to define the extent of hazardous substances, pollutants or contaminants in groundwater resulting from releases at the EIP. It is anticipated that most of the data will be developed for areas outside the EIP, while also fully identifying how downgradient contamination relates to groundwater and soil contamination identified in the OU1 RI. This Section of the FSP shall include a description of the number, types, and locations of samples to be collected. The FSP shall include an environmental program to accomplish the following:

- Conduct OU2 Reconnaissance. The Respondents shall conduct or develop:
 - Site surveys for relevant areas outside the EIP, including property, boundary, utility rights-of-way, and topographic information
 - Land Survey
 - Field Screening
- Conduct Geological Investigations (Soils and Sediments). The Respondents shall conduct geological investigations, as necessary, to determine the extent of hazardous substances, pollutants or contaminants in soils, subsurface soils and sediments at the areas outside the EIP. As part of this geological investigation Respondents may:
 - Collect Surface Soil Samples
 - Collect Subsurface Soil Samples
 - Perform Soil Boring and Permeability Sampling
 - Collect Sediments Samples
 - Survey Soil Gases
 - Test Pit

- Identify real-world horizontal, vertical, and elevation coordinates for all samples and key site features in accordance with U.S. EPA Region 5 electronic data requirements
- Hydrogeological Investigations (Groundwater). The Respondents shall conduct hydrogeological investigations of groundwater, focusing primarily on areas downgradient of the EIP, to determine the horizontal and vertical distribution of hazardous substances, pollutants or contaminants in the groundwater and the extent, fate and transport of any groundwater plumes containing hazardous substances, pollutants or contaminants. The hydrogeological investigation shall include, as appropriate:
 - Install Well Systems
 - Collect Samples from Upgradient, Downgradient, Private and Municipal wells
 - Collect Samples During Drilling (e.g., HydroPunch or Equivalent)
 - Perform Hydraulic Tests (such as Pump Tests, Slug Tests and Grain Size Analyses)
 - Measure Groundwater Elevations and determine horizontal and vertical sample locations in accordance with U.S. EPA Region 5 electronic data requirements
 - Modeling
 - Determine the direction of regional and local groundwater flow
 - Identify the local uses of groundwater including the number, location, depth and use of nearby private and municipal wells
 - Conduct Vapor Intrusion Evaluation, followed by Vapor Intrusion Study if needed
- Conduct Hydrogeological Investigations (Surface Water). The Respondents shall conduct hydrogeological investigations as appropriate to determine the nature and extent of contamination of surface water from the Site, if necessary. The hydrogeological investigation may include:
 - Collect Samples
 - Measure Surface-Water Elevation
- Conduct Ecological Investigation. The Respondents shall conduct ecological investigations to identify and inventory any ecological receptors outside of the EIP and, if potential receptors are identified, to assess the impact to aquatic and terrestrial ecosystems from the disposal, release and migration of hazardous substances, pollutants or contaminants at the Site including:
 - Wetland and Habitat Delineation
 - Wildlife Observations
 - Community Characterization
 - Endangered Species Identification
 - Biota Sampling and Population Studies
- Dispose of Investigation-Derived Waste. The Respondents shall characterize and dispose of investigation-derived wastes in accordance with local, state, and federal

regulations as specified in the FSP (see the Fact Sheet, Guide to Management of Investigation-Derived Wastes, 9345.3-03FS (January 1992)).

- Evaluate and Document the Need for Treatability Studies. If the Respondents or U.S. EPA identify remedial actions that involve treatment, the Respondents shall include treatability studies as outlined in Task 5 of this SOW unless the Respondents satisfactorily demonstrate to U.S. EPA that such studies are not needed. When treatability studies are needed, the Respondents shall plan initial treatability testing activities (such as research and study design) to occur concurrently with Site characterization activities.

1.2.2.4. Quality Assurance Project Plan (QAPP)

The Respondents shall prepare a QAPP that is site specific and covers sample analysis and data handling for samples collected during the RI, based on the AOC and guidance provided by U.S. EPA. The Respondents shall prepare the QAPP in accordance with "EPA Requirements of Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001) and "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-02/009, December 2002).

The Respondents shall demonstrate, in advance to U.S. EPA's satisfaction, that each laboratory it may use is qualified to conduct the proposed work. This includes use of methods and analytical protocols for the chemicals of concern in the media sampled within detection and quantification limits consistent with both QA/QC procedures and data quality objectives (DQO) approved in the QAPP for the Site by U.S. EPA. The laboratory must have and follow an approved QA program. If a laboratory not in the Contract Laboratory Program is selected, methods consistent with CLP methods that would be used at this Site for the purposes proposed and QA/QC procedures approved by U.S. EPA shall be used. The Respondents shall only use laboratories which have a documented Quality Assurance Program which complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01-002, March 2001) or equivalent documentation as determined by U.S. EPA.

The Respondents shall participate in a pre-QAPP meeting or conference call with U.S. EPA. The purpose of this meeting or conference call is to discuss QAPP requirements and obtain any clarification needed to prepare the QAPP.

1.2.2.5. Health and Safety Plan

The Respondents shall prepare a Health and Safety Plan that conforms to its health and safety program and complies with the Occupational Safety and Health Administration (OSHA) regulations and protocols outlined in 29 C.F.R. Part 1910. The Health and Safety Plan shall be prepared in accordance with U.S. EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). The Health and Safety Plan shall include the 11 elements described in the RI/FS Guidance such as a health and safety risk analysis, a description of monitoring and personal protective equipment, medical monitoring, and site control. U.S. EPA does not "approve" the

Respondents' Health and Safety Plan, but rather U.S. EPA reviews it to ensure that all the necessary elements are included, and that the plan provides for the protection of human health and the environment, and after that review provides comments as may be necessary and appropriate. The safety plan must, at a minimum, follow the U.S. EPA's guidance document Standard Operating Safety Guides (Publication 9285.1-03, PB92-963414, June 1992).

TASK 2: Community Involvement Support and Technical Assistance Plan

U.S. EPA has the responsibility of developing and implementing community involvement activities for the Site. The critical community involvement planning steps performed by U.S. EPA and the state agency include conducting community interviews and developing a Community Involvement Plan. Although implementing the Community Involvement Plan is the responsibility of U.S. EPA, the Respondents, if directed by U.S. EPA, shall assist by providing information regarding the Site's history; participating in public meetings; assisting in preparing fact sheets for distribution to the general public; or conducting other activities approved by U.S. EPA. All PRP-conducted community involvement activities shall be planned and developed in coordination with U.S. EPA. The Community Involvement Plan prepared by U.S. EPA and community relations materials associated with the earlier residential well sampling and the connection of local residents to the public water supply may be used as the basis for community involvement support and any Technical Assistance Plan for OU2 to the extent feasible.

In addition to any assistance with community involvement activities, upon request from U.S. EPA, the Respondents shall prepare a Technical Assistance Plan (TAP) that will provide and administer \$50,000 for a qualified community group to hire Technical Advisors, independent from the Respondents, to help interpret and comment on Site-related documents developed under this SOW and through U.S. EPA's issuance of the Record of Decision. Within 30 days after a request by U.S. EPA, the Respondents shall submit to U.S. EPA its TAP for Agency approval.

As part of the TAP, the Respondents shall propose methods, including an application process, minimum eligibility requirements and selection criteria for awarding, and administering the funds above.

Any eligible group shall be: 1) a group of people who may be affected by a release or threatened release at the Site; 2) incorporated as a nonprofit organization for the purposes of the Site or otherwise established as a charitable organization that operates within the geographical range of the Site and is already incorporated as a nonprofit organization; and 3) able to demonstrate its capability to adequately and responsibly manage any funds awarded. Any group is ineligible if it is: 1) a potentially responsible party (PRP) at the Site or represents such a PRP or is a group whose ability to represent the interests of the affected individuals might be limited as a result of receiving money or services from a PRP; 2) affiliated with a national organization; 3) an academic institution; 4) a political subdivision; or 5) a group established or presently sustained by government entities, a PRP, or any ineligible entity. Selection criteria should be consistent with 40 C.F.R. § 35.4155. Funds may be awarded to only one qualified group at a time for purposes of this AOC and SOW.

Also as part of the TAP, Respondents shall include a proposed plan for documenting the eligibility of the selected community group, and informing the group and U.S. EPA if it believes any individual member is ineligible (consistent with 40 C.F.R. § 35.4030) to participate in the group. Respondents shall also include a plan for informing the selected group of the activities that can and cannot be undertaken with Respondent's [s'] funds. The lists of eligible and ineligible activities should be consistent with 40 C.F.R. § 35.4070 and § 35.4075, respectively. The TAP shall also include a proposal for offering and, if accepted, transferring up to \$5,000 to the selected group to cover its estimated need for funds for an initial start-up period.

Also as part of the TAP, Respondents shall include a plan for providing assistance to the selected community group in the solicitation for an independent Technical Advisor. As long as the group documents its selection and the advisor selected by the group satisfies the requirements specified in 40 C.F.R. § 35.4190 and § 35.4195, Respondents shall accept the group's choice. Finally, Respondents shall include a proposed plan for negotiating a contract with the selected community organization and the independent Technical Advisor. The contract shall specify the duties of the Respondents, community group, and Technical Advisor, respectively, and establish a dispute resolution process. Respondents should consider using the attached draft contract as a starting point for negotiations. Respondents shall notify U.S. EPA of any differences between the final contract and the attached draft contract.

The Respondents may hire a third party to coordinate and administer the TAP (hereinafter referred to as the TAP Coordinator). However, any such TAP Coordinator shall be approved by U.S. EPA. It is the Respondents' burden to demonstrate that the TAP Coordinator is qualified to perform this task. If the Respondents opt to hire a TAP Coordinator, then it shall submit in writing that person's name, title, and qualifications to U.S. EPA within 15 days of the effective date of the AOC. Additionally, the Respondents shall designate within 15 days of the effective date of the AOC an outreach coordinator who will be responsive to the public's inquiries and questions about the Site, including information about the application process and administration of the TAP. Respondents shall also propose a plan for arranging for and hosting meetings between its Outreach Coordinator, the community group, the Technical Advisor, and other interested individuals.

The Respondents shall provide U.S. EPA quarterly progress reports regarding the implementation of the TAP. To the extent practicable, the Respondents shall: 1) select the TAP recipient; 2) release an initial \$5,000 in start-up expenses; 3) confirm the Technical Advisor selection; and 4) finalize the contract with the community group and its advisor; at least by the date on which the Draft RI/FS Workplan is due to U.S. EPA.

If the Community Group demonstrates, consistent with the criteria specified in 40 C.F.R. § 35.4065, that it needs additional funds for TAP activity, then Respondents will provide the additional monies needed. Any unobligated funds shall revert to the Respondents upon U.S. EPA's issuance of the ROD based upon the RI/FS to be conducted pursuant to this SOW.

Within 30 calendar days of U.S. EPA's approval of the TAP, the Respondents shall select the TAP recipient; release \$5,000 in start-up funds; confirm the selection of the Technical Advisor, and finalize an appropriate contract with the selected community representative and the Technical

Advisor. In addition, the Respondents shall provide U.S. EPA and the state agency with quarterly progress reports concerning the implementation of the TAP.

TASK 3: Site Characterization

3.1 Investigate and Define OU2 Physical and Biological Characteristics

The Respondents shall implement the OU2 Work Plan/Field Sampling Plan and collect data on the physical and biological characteristics of groundwater and its surrounding areas including the physical physiography, geology, and hydrology, and specific physical characteristics. This information will be ascertained through a combination of physical measurements, observations, and sampling efforts and will be utilized to define potential transport pathways and human and ecological receptor populations. In defining OU2-related physical characteristics the Respondents will also obtain sufficient engineering data (such as pumping characteristics) for the projection of contaminant fate and transport, and development and screening of remedial action alternatives, including information to assess treatment technologies.

The Respondents shall provide the RPM or the entity designated by the RPM with a paper copy and an electronic copy (according to U.S. EPA Region 5 format specification) of laboratory data within the monthly progress reports and in no event later than 90 days after samples are shipped for analysis. In addition, the monthly progress reports will summarize field activities (including drilling locations, depths and field notes if requested by RPM), problems encountered, solutions to problems, and upcoming field activities.

3.2 Define Sources of Contamination

The primary sources of contamination have been defined in the OU1 RI. To the extent Respondents identify new sources outside of the EIP as part of the OU2 RI, for each such location, Respondents shall determine the areal extent and depth of contamination.

The Respondents shall conduct sufficient sampling to define the boundaries of such contaminant sources to the level established in the QAPP and DQOs. If new liable, viable parties are connected to newly identified sources, they may be asked to conduct additional investigations.

3.3 Describe the Nature and Extent/Fate and Transport of Contamination

The Respondents shall gather information to describe the nature and extent of contamination as a final step during the field investigation. To describe the nature and extent of contamination, the Respondents will utilize the information on site physical and biological characteristics and sources of contamination to give a preliminary estimate of the contaminants that may have migrated. The Respondents will then implement an iterative monitoring program and any study program identified in the work plan or sampling plan such that by using analytical techniques sufficient to detect and quantify the concentration of contaminants, the migration of contaminants through the various media can be determined. In addition, the Respondents shall gather data for calculations of contaminant fate and transport. This process is continued until the area and depth of contamination are known to the level of contamination established in the QAPP and DQOs.

3.3.1 Evaluate Site Characteristics

The Respondents shall analyze and evaluate the data to describe the impact on groundwater of: (1) site physical and biological characteristics; (2) contaminant source characteristics; (3) nature and extent of contamination; and (4) contaminant fate and transport. Building on information developed in the OUI RI, results of the site physical characteristics, source characteristics, and extent of contamination analyses will be utilized in the analysis of contaminant fate and transport. The Respondents shall evaluate the actual and potential magnitude of releases from the sources, and horizontal and vertical spread of contamination as well as mobility and persistence of contaminants. Where modeling is appropriate, such models shall be identified to U.S. EPA in a technical memorandum prior to their use. All data and programming, including any proprietary programs, shall be made available to U.S. EPA together with a sensitivity analysis. The RI data shall be presented electronically according to U.S. EPA Region 5 format requirements. Analysis of data collected for site characterization will meet the DQOs developed in the QAPP and stated in the FSP (or revised during the RI).

3.3.2 Baseline Human Health Risk Assessment

As an attachment to the RI Report, the Respondents shall submit a Baseline Human Health Risk Assessment Report to U.S. EPA, with a copy to the state agency, for review and approval by U.S. EPA. The Respondents shall conduct the baseline risk assessment to determine whether site contaminants outside the EIP boundaries pose a current or potential risk to human health and the environment in the absence of any remedial action. The major components of the Baseline Risk Assessment include contaminant identification, exposure assessment, toxicity assessment, and human health and ecological risk characterization.

Respondents shall conduct a baseline human health risk assessment for areas outside the EIP that focuses on actual and potential risks to persons coming into contact with hazardous substances, pollutants or contaminants resulting from releases at the EIP, as well as risks to the nearby residential, recreational and industrial worker populations (excluding the EIP) from exposure to hazardous substances, pollutants or contaminants in groundwater, soils, sediments, surface water, air, and ingestion of contaminated organisms in nearby, impacted ecosystems. The human health risk assessment shall define central tendency and reasonable maximum estimates of exposure for current land use conditions and reasonable future land use conditions. The human health risk assessment shall use data from the Site and nearby areas to provide an estimate of how and to what extent human receptors might be exposed to the Site PCOCs, and provide an assessment of the health effects associated with these PCOCs. The human health risk assessment shall project the potential risk of health problems occurring if no cleanup action is taken at the Site and/or nearby areas, and establish target action levels for COCs (carcinogenic and non-carcinogenic).

Respondents shall conduct the human health risk assessment in accordance with U.S. EPA guidance including, at a minimum: "Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part A)," Interim Final (EPA-540-1-89-002)," OSWER Directive 9285.7-01A; December 1, 1989; and "Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part D, Standardized Planning,

Reporting, and Review of Superfund Risk Assessments),” Interim, (EPA 540-R-97-033), OSWER 9285.7-01D, January, 1998 or subsequently issued guidance.

Respondents shall also conduct the human health risk assessment in accordance with relevant provisions (as determined by U.S. EPA) of the following additional guidance found in the following OSWER directives:

- 1) “Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities,” OSWER Directive 9200.4-27; August, 1998,
- 2) “Implementation of the Risk Assessment Guidance for Superfund (RAGS) Volume I - Human Health Evaluation Manual, (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments) (Interim),” OSWER Directive 9285.7-01D-1; December 17, 1997,
- 3) “Soil Screening Guidance: Technical Background Document,” OSWER Directive 9355.4-17A; May 1, 1996 and “Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites, OSWER Directive 9355.4; March 24, 2001,
- 4) “Soil Screening Guidance: User’s Guide,” Publication 9355.4-23; April, 1996,
- 5) “Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities,” OSWER Directive 9355.4-12; July 14, 1994,
- 6) “Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children,” Publication 9285.7-15-1; February, 1994, and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at www.epa.gov/superfund/programs/lead/prods.htm,
- 7) “Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children,” Version 0.99D, NTIS PB94-501517, 1994 or “Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children,” Windows© version, 2001,
- 8) “Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual: (Part B, Development of Risk-based Preliminary Remediation Goals),” Interim, OSWER Directive 9285.7-01B; December, 1991,
- 9) “Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors,” OSWER Directive 9285.6-03; March 25, 1991, and Human Health Evaluation Manual, Supplemental Guidance: Update of Standard Default Exposure Factors.” Memorandum from D. Stalcup, Office of Superfund Remediation and Technology Innovation, to Superfund National Policy Managers,

Regions 1-10. OSWER Directive 9200.1-120. February 6. (revised March 2015), and

- 10) "Exposure Factors Handbook," 2011 Edition (EPA/600/R-09/052F).

Respondents shall also comply as appropriate with the guidance on assessing human health risk associated with adult exposures to lead in soil as found in the following document:

"Recommendations of the Technical Review Workgroup for Lead for an Interim Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil," December, 1996. This document may be downloaded from the Internet at the following address: www.epa.gov/superfund/programs/lead/prods.htm. Respondents shall also comply with the "Superfund Lead- Contaminated Residential Sites Handbook," December 2002 by the U.S. EPA Lead Sites Workgroup.

Additional applicable or relevant guidance may be used only if approved by U.S. EPA.

Respondents shall prepare the Human Health Risk Assessment Report according to the guidelines outlined below:

- Hazard Identification (sources). The Respondents shall review available information on the hazardous substances present at the site and identify the major contaminants of concern.
- Dose-Response Assessment. The Respondents shall select contaminants of concern based on their intrinsic toxicological properties.
- Conceptual Exposure/Pathway Analysis. The Respondents shall identify and analyze critical exposure pathways (e.g., drinking water). The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.
- Characterization of OU2 and Potential Receptors. The Respondents shall identify and characterize human populations in the exposure pathways.
- Exposure Assessment. The exposure assessment will identify the magnitude of actual or potential human exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels. In developing the exposure assessment, the Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential land use conditions at site areas outside the EIP.
- Risk Characterization. During risk characterization, Respondents shall compare chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, to measured levels of contaminant exposure levels and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the site are affecting or could potentially affect human health outside the EIP.

- Identification of Limitations/Uncertainties. The Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the report.
- Site Conceptual Model. Based on contaminant identification, exposure assessment, toxicity assessment, and risk characterization, the Respondents shall develop a conceptual model of the site groundwater system and plume and any newly identified sources.

3.3.3 Baseline Ecological Risk Assessment

As an attachment to the RI Report, the Respondents shall submit a Baseline Ecological Risk Assessment Report to U.S. EPA, with a copy to the state agency, for review and approval by U.S. EPA. In the Ecological Risk Assessment Report, the Respondents shall evaluate and assess whether there is risk to the environment posed by site contaminants. If ecological receptors are identified, Respondents shall prepare the Ecological Risk Assessment Report in accordance with U.S. EPA guidance including, at a minimum: “Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments, (EPA-540-R-97-006, June 1997), OSWER Directive 9285.7-25 and shall follow the guidelines outlined below:

- Site Conceptual Model. Based on contaminant identification, exposure assessment, toxicity assessment, and risk characterization, the Respondents shall develop a conceptual model.
- Hazard Identification (sources). The Respondents shall review available information on the hazardous substances present at the site and identify the major contaminants of concern.
- Dose-Response Assessment. The Respondents must select contaminants of concern based on their intrinsic toxicological properties.
- Conceptual Exposure/Pathway Analysis. Critical exposure pathways (e.g., surface water) shall be identified and analyzed. The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.
- Conceptual Exposure/Pathway Analysis. The Respondents shall identify and analyze critical exposure pathways (e.g., drinking water). The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.
- Characterization of Site and Potential Receptors. The Respondents shall identify and characterize environmental exposure pathways.
- Selection of Chemicals, Indicator Species, and End Points. In preparing the assessment, the Respondents will select representative chemicals, indicator species (species that are especially sensitive to environmental contaminants), and end points on which to concentrate.
- Exposure Assessment. In the exposure assessment, Respondents must identify the magnitude of actual or environmental exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure

- levels. In developing the exposure assessment, the Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential land use conditions at the site.
- Toxicity Assessment/Ecological Effects Assessment. The toxicity and ecological effects assessment will address the types of adverse environmental effects associated with chemical exposures, the relationships between magnitude of exposures and adverse effects, and the related uncertainties for contaminant toxicity (e.g., weight of evidence for a chemical's carcinogenicity).
- Risk Characterization. During risk characterization, Respondents shall compare chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, to measured levels of contaminant exposure levels and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the site are affecting or could potentially affect the environment.
- Identification of Limitations/Uncertainties. The Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the report.
- Site Conceptual Model. Based on contaminant identification, exposure assessment, toxicity assessment, and risk characterization, the Respondents shall develop a conceptual model of the site.

3.4 Current and Future Land Uses and Reuse Assessment

As an Attachment to the RI Report, Respondents shall submit a Memorandum to U.S. EPA for review and approval that evaluates the current and reasonably anticipated future land uses at Site areas outside the EIP. The Memorandum shall identify: 1) current uses of the site and neighboring areas; 2) applicable zoning laws and ordinance; 3) current zoning; 4) applicable local area land use plans, master plans and how they affect the site; 5) existing local restrictions on property; 6) property boundaries; 7) groundwater use determinations, wellhead protection areas, recharge areas and other areas identified in the state's Comprehensive Ground Water Protection Program; 8) flood plains, wetland, or endangered or threatened species; and 9) utility rights of way.

If U.S. EPA, in its sole discretion, determines that a Reuse Assessment is necessary, Respondents will perform the Reuse Assessment in accordance with U.S. EPA guidance, including, but not limited to: "Reuse Assessments: A Tool To Implement The Superfund Land Use Directive," OSWER 9355.7-06P, June 4, 2001 upon request of U.S. EPA. The Reuse Assessment should provide sufficient information to develop realistic assumptions of the reasonably anticipated future uses for Site areas outside of the EIP.

TASK 4: Remedial Investigation (RI) Report

Within the timeframe provided in the approved Final RI/FS Work Plan (Task 1), the Respondents shall submit to U.S. EPA, with a copy to the state agency, for review and approval by U.S. EPA, an RI Report addressing OU2 and nearby areas. The RI Report shall be consistent with the AOC and this SOW. The RI Report shall accurately establish the site characteristics such as media

contaminated, extent of contamination, and the physical boundaries of the contamination. Pursuant to this objective, the Respondents shall obtain only the essential amount of detailed data necessary to determine the key(s) contaminant(s) movement and extent of contamination. The key contaminant(s) must be selected based on persistence and mobility in the environment and the degree of hazard. The key contaminant(s) identified in the RI shall be evaluated for receptor exposure and an estimate of the key contaminant(s) level reaching human or environmental receptors must be made. The Respondents shall use existing standards and guidelines such as drinking-water standards, water-quality criteria, and other criteria accepted by the U.S. EPA as appropriate for the situation may be used to evaluate effects on human receptors who may be exposed to the key contaminant(s) above appropriate standards or guidelines. Respondents shall complete the RI Report in accordance with the following requirements:

The Respondents shall submit an RI Report to U.S. EPA for review and approval pursuant to Section 2, which includes the following:

- Executive Summary
- Site Background. The Respondents shall assemble and review available facts about the regional conditions and conditions specific to the site area under investigation.
- Investigation (as applicable)
 - Site Reconnaissance
 - Field Investigation & Technical Approach
 - Chemical Analysis & Analytical Methods
 - Field Methodologies
 - Biological
 - Sediment
 - Soil Boring
 - Soil Sampling
 - Monitoring Well Installation
 - Groundwater Sampling
 - Hydrogeological Assessment
 - Air Sampling
 - Waste Investigation
 - Geophysical Investigation
- Site Characteristics
 - Geology
 - Hydrogeology
 - Meteorology
 - Demographics and Land Use
 - Ecological Assessment
- Nature and Extent of Contamination
 - Contaminant Sources
 - Contaminant Levels, Distribution and Trends
- Fate and Transport

- Contaminant Characteristics
- Transport Processes
- Contaminant Migration Trends
- Human Health Risk Assessment
 - Hazard Identification (sources)
 - Dose-Response Assessment
 - Prepare Conceptual Exposure/Pathway Analysis
 - Characterization of OU2 and Potential Receptors
 - Exposure Assessment
 - Risk Characterization
 - Identification of Limitations/Uncertainties
 - Site Conceptual Model
- Ecological Risk Assessment (as applicable)
 - Hazard Identification (sources)
 - Dose-Response Assessment
 - Prepare Conceptual Exposure/Pathway Analysis
 - Characterization of Site and Potential Receptors
 - Selection of Chemicals, Indicator Species, and End Points
 - Exposure Assessment
 - Toxicity Assessment/Ecological Effects Assessment
 - Risk Characterization
 - Identification of Limitations/Uncertainties
 - Site Conceptual Model
- Summary and Conclusions

TASK 5: Treatability Studies

If U.S. EPA or the Respondents determine that treatability testing is necessary, the Respondents shall conduct treatability studies as described in this Task 5 of this SOW. In addition, if applicable, the Respondents shall use the testing results and operating conditions in the detailed design of the selected remedial technology. The Respondents shall perform the following activities:

5.1 Determine Candidate Technologies and the Need for Testing

The Respondents shall submit a Candidate Technologies and Testing Needs Technical Memorandum to U.S. EPA, with a copy to the state agency, for review and approval by U.S. EPA, which identifies candidate technologies for a treatability studies program no later than at the time of submittal of the draft RI Report. The list of candidate technologies shall cover the range of technologies required for alternatives analysis. The Respondents shall determine and refine the specific data requirements for the testing program during Site characterization and the development and screening of remedial alternatives.

5.1.1 Conduct Literature Survey and Determine the Need for Treatability Testing

Within the Candidate Technologies and Testing Needs Technical Memorandum, the Respondents shall conduct a literature survey to gather information on the performance, relative costs, applicability, removal efficiencies, operation and maintenance (O&M) requirements, and implementability of candidate technologies. Respondents shall conduct treatability studies except where Respondents can demonstrate to U.S. EPA's satisfaction that they are not needed.

5.2 Treatability Testing and Deliverables

5.2.1 Treatability Testing Work Plan and Sampling and Analysis Plan (SAP)

If U.S. EPA determines that treatability testing is necessary, U.S. EPA will decide on the type of treatability testing to use (e.g., bench versus pilot). Within 30 days of a request of U.S. EPA, the Respondents shall submit a Treatability Testing Work Plan and a SAP, or amendments to the original RI/FS Work Plan, FSP and QAPP to U.S. EPA, with a copy to the state agency, for review and approval by U.S. EPA that describes the Site background, the remedial technologies to be tested, test objectives, experimental procedures, treatability conditions to be tested, measurements of performance, analytical methods, data management and analysis, health and safety, and residual waste management. The Respondents shall document the DQOs for treatability testing as well. If pilot scale treatability testing is to be performed, the Treatability Study Work Plan shall describe pilot plant or testing installation and start-up, pilot plant or testing operation and maintenance procedures, operating conditions to be tested, a sampling plan to determine pilot plant or testing performance, and a detailed health and safety plan (or amendment to existing health and safety plan). If testing is to be performed off-Site, the plans shall address all permitting requirements. The requirements of SAPs are outlined in Task 1.2.2 of this SOW.

5.2.2 Treatability Study Health and Safety Plan

If the original Health and Safety Plan is not adequate for defining the activities to be performed during the treatability tests, the Respondents shall submit a separate or amended Health and Safety Plan. Task 1.2.2 of this SOW provides additional information on the requirements of the Health and Safety Plan. U.S. EPA and the state agency review, but do not "approve," the Treatability Study Health and Safety Plan.

5.2.3 Treatability Study Evaluation Report

Following the completion of the treatability testing, the Respondents shall analyze and interpret the testing results in a technical report to U.S. EPA and state agency. Respondents shall submit the treatability study report according to the schedule in the Treatability Study Work Plan. This report may be a part of the Site Characterization Technical Memorandum, the RI Report or submitted as a separate deliverable. The Treatability Study Evaluation Report shall evaluate each technology's effectiveness, implementability and cost, and actual results as compared with predicted results. The report shall also evaluate full scale application of the technology, including a sensitivity analysis identifying the key parameters affecting full-scale operation.

TASK 6: Development and Screening of Alternatives (Technical Memorandum)

The Respondents shall develop and screen an appropriate range of remedial alternatives that will be evaluated by the Respondents. This range of alternatives shall include, as appropriate, options in which treatment is used to reduce the toxicity, mobility, or volume of wastes, but which vary in the types of treatment, the amount treated, and the manner in which long-term residuals or untreated wastes are managed; options involving containment with little or no treatment; options involving both treatment and containment; and a no-action alternative. The Respondents shall perform the following activities as a function of the development and screening of remedial alternatives.

6.1 Alternatives Development and Screening Deliverables

The Respondents shall prepare and submit two technical memoranda for this task: a Remedial Action Objectives Technical Memorandum, and an Alternative Screening Technical Memorandum.

6.1.1 Remedial Action Objectives Technical Memorandum

The Respondents shall submit a Remedial Action Objectives Technical Memorandum to U.S. EPA with a copy to the state agency for review and approval by U.S. EPA. The Respondents shall submit the Remedial Action Objectives Technical Memorandum at the same time as the Draft RI Report. Based on the baseline human health and ecological risk assessments, the Respondents shall document the OU2-specific remedial action objectives in a Remedial Action Objectives Technical Memorandum. The remedial action objectives shall specify the contaminants and media of concern, potential exposure pathways and receptors; and contaminant level or range of levels (at particular locations for each exposure route) that are protective of human health and the environment. Remedial action objectives shall be developed by considering the factors set forth in 40 C.F.R. § 300.430(e)(2)(i). The Respondents shall incorporate U.S. EPA's comments on the Remedial Action Objectives Technical Memorandum in the Alternatives Screening Technical Memorandum.

6.1.2 Alternatives Screening Technical Memorandum

The Respondents shall submit an Alternatives Screening Technical Memorandum to U.S. EPA with a copy to the state agency for review and approval by U.S. EPA. The Alternatives Screening Technical Memorandum shall summarize the work performed and the results of each of the above tasks, and shall include an alternatives array summary. If required by U.S. EPA, the Respondents shall modify the alternatives array to assure that the array identifies a complete and appropriate range of viable alternatives to be considered in the detailed analysis. The Alternatives Screening Technical Memorandum shall document the methods, the rationale and the results of the alternatives screening process. The Respondents shall incorporate U.S. EPA's comments on the Alternatives Screening Technical Memorandum in the Comparative Analysis of Alternatives Technical Memorandum. The Respondents shall submit the Alternatives Screening Technical

Memorandum within 30 calendar days after receipt of U.S. EPA's comments on the Remedial Action Objectives Technical Memorandum.

6.1.2.1 Develop General Response Action

In the Alternatives Screening Technical Memorandum, the Respondents shall develop general response actions for each medium of interest including containment, treatment, excavation, pumping, or other actions, singly or in combination, to satisfy the U.S. EPA-approved remedial action objectives.

6.1.2.2 Identify Areas or Volumes of Media

In the Alternatives Screening Technical Memorandum, the Respondents shall identify areas or volumes of media to which the general response actions may apply, taking into account requirements for protectiveness as identified in the remedial action objectives. The Respondents shall also take into account the chemical and physical characterization of the Site.

6.1.2.3 Identify, Screen, and Document Remedial Technologies

In the Alternatives Screening Technical Memorandum, the Respondents shall identify and evaluate technologies applicable to each general response action to eliminate those that cannot be implemented at the Site. The Respondents shall refine applicable general response actions to specify remedial technology types. The Respondents shall identify technology process options for each of the technology types concurrently with the identification of such technology types or following the screening of considered technology types. The Respondents shall evaluate process options on the basis of effectiveness, implementability, and cost factors to select and retain one or, if necessary, more representative processes for each technology type. The Respondents shall summarize and include the technology types and process options in the Alternatives Screening Technical Memorandum. Whenever practicable, the alternatives shall also consider the CERCLA preference for treatment over conventional containment or land disposal approaches.

In the Alternatives Screening Technical Memorandum, Respondents shall provide a preliminary list of alternatives to address contaminated site groundwater; and to address contaminated soil, sediments, surface water, and air contamination identified outside the EIP. The list shall consist of, but is not limited to, treatment technologies, removal and off-site treatment/disposal, removal and on-site disposal, and in-place containment for soils, sediments, and wastes. See 40 C.F.R. § 300.430(e)(1)-(7). The Respondents shall specify the reasons for eliminating any alternatives.

6.1.2.4 Assemble and Document Alternatives

The Respondents shall assemble the selected representative technologies into alternatives for each affected medium or operable unit. Together, all of the alternatives shall represent a range of treatment and containment combinations that shall address the operable unit as a whole. The Respondents shall prepare a summary of the assembled alternatives and their related ARARs for the Alternatives Screening Technical Memorandum. The Respondents shall specify the reasons for eliminating alternatives during the preliminary screening process.

6.1.2.5 Refine Alternatives

The Respondents shall refine the remedial alternatives to identify the volumes of contaminated media addressed by the proposed processes and size critical unit operations as necessary. The Respondents shall collect sufficient information for an adequate comparison of alternatives. The Respondents shall also modify the remedial action objectives for each chemical in each medium as necessary to incorporate any new human health and ecological risk assessment information presented in the Respondents' baseline human health and ecological risk assessment reports. Additionally, the Respondents shall update ARARs as the remedial alternatives are refined.

6.1.3 Conduct and Document Screening Evaluation of Each Alternative

The Respondents may perform a final screening process based on short and long term aspects of effectiveness, implementability, and relative cost. Generally, this screening process is only necessary when there are many feasible alternatives available for a detailed analysis. If necessary, the Respondents shall conduct the screening of alternatives to assure that only the alternatives with the most favorable composite evaluation of all factors are retained for further analysis. As appropriate, the screening shall preserve the range of treatment and containment alternatives that was initially developed. The range of remaining alternatives shall include options that use treatment technologies and permanent solutions to the maximum extent practicable. The Respondents shall prepare an Alternatives Screening Technical Memorandum that summarizes the results and reasoning employed in screening; arrays the alternatives that remain after screening; and identifies the action-specific ARARs for the alternatives that remain after screening.

TASK 7: Detailed Analysis of Alternatives (FS Report)

The Respondents shall conduct and present a detailed analysis of remedial alternatives to provide U.S. EPA with the information needed to select a remedy for OU2.

7.1 Detailed Analysis of Alternatives

The Respondents shall conduct a detailed analysis of the remedial alternatives for OU2. The detailed analysis shall include an analysis of each remedial option against each of the nine evaluation criteria set forth in 40 C.F.R. § 300.430(e)(9)(iii) and a comparative analysis of all options using the same nine criteria as a basis for comparison.

7.1.1 Apply Nine Criteria and Document Analysis

The Respondents shall apply the nine evaluation criteria to the assembled remedial alternatives to ensure that the selected remedial alternative will protect human health and the environment and meet remedial action objectives; will comply with, or include a waiver of, ARARs; will be cost-effective; will utilize permanent solutions and alternative treatment technologies, or resource recovery technologies, to the maximum extent practicable; and will address the statutory preference for treatment as a principal element. The evaluation criteria include: (1) overall

protection of human health and the environment and how the alternative meets each of the remedial action objectives; (2) compliance with ARARs; (3) long-term effectiveness and permanence; (4) reduction of toxicity, mobility, or volume; (5) short-term effectiveness; (6) implementability; (7) cost; (8) state (or support agency) acceptance; and (9) community acceptance. (Note: criteria 8 and 9 are considered after the RI/FS report has been released to the general public.) For each alternative the Respondents shall provide: (1) a description of the alternative that outlines the waste management strategy involved and identifies the key ARARs associated with each alternative, and (2) a discussion of the individual criterion assessment. If the Respondents do not have direct input on criteria (8) state (or support agency) acceptance and (9) community acceptance, U.S. EPA will address these criteria.

7.1.2 Compare Alternatives against each other and Document against the Comparison of Alternatives

The Respondents shall perform a comparative analysis between the remedial alternatives. That is, the Respondents shall compare each alternative against the other alternatives using the evaluation criteria as a basis of comparison. U.S. EPA will identify and select the preferred alternative. The Respondents shall prepare a Comparative Analysis of Alternatives Technical Memorandum which summarizes the results of the comparative analysis and fully and satisfactorily addresses and incorporates U.S. EPA's comments on the Alternatives Screening Technical Memorandum. The Respondents shall incorporate U.S. EPA's comments on the Comparative Analysis of Alternatives Technical Memorandum in the draft FS Report. The Respondents shall submit the Comparative Analysis of Alternatives Memorandum within 30 calendar days after receipt of U.S. EPA's comments on the Alternatives Screening Technical Memorandum.

7.1.3. Alternatives Analysis for Institutional Controls

For any Alternatives that relies on Institutional Controls, Respondents shall include in the Alternatives Screening Technical Memorandum, Comparative Analysis of Alternative Technical Memorandum and Feasibility Study an evaluation of the following: 1) Overall Protection of Human Health and the Environment including what specific institutional control components will ensure that the alternative will remain protective and how these specific controls will meet remedial action objectives; 2) Compliance with ARARs; 3) Long Term Effectiveness including the adequacy and reliability of institutional controls and how long the institutional control must remain in place; 4) Short Term Effectiveness including the amount of time it will take to impose the Institutional Control; 5) Implementability including research and documentation that the proper entities (e.g., potentially responsible parties, state, local government entities, local landowners conservation organizations) are willing to enter into any necessary agreement or restrictive covenant with the proper entities and/or that laws governing the restriction exist or allow implementation of the institutional control; 6) Cost including the cost to implement, maintain, monitor and enforce the institutional control; and 7) State and Community acceptance of the Institutional Control.

7.2 Feasibility Study Report

Within 45 days after receipt of U.S. EPA's comments on the Comparative Analysis of Alternatives Technical Memorandum, the Respondents shall prepare and submit a Draft FS Report to U.S. EPA for its review pursuant to Section II. The FS Report shall summarize the development and screening of the remedial alternatives and present the detailed analysis of remedial alternatives. In addition, the FS Report shall also include the information U.S. EPA will need to prepare relevant sections of the Record of Decision (ROD) for OU2 [see Chapters 6 and 9 of U.S. EPA's A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents (EPA 540-R-98-031, July 1999) for the information that is needed].

TASK 8: Progress Reports

The Respondents shall submit monthly written progress reports to U.S. EPA and the state agency concerning actions undertaken pursuant to the AOC and this SOW, beginning 30 calendar days after the effective date of the AOC, until the termination of the AOC, unless otherwise directed in writing by the RPM. These reports shall include, but not be limited to, a description of all significant developments during the preceding period, including the specific work that was performed and any problems that were encountered; a paper and electronic copies (formatted according to U.S. EPA specifications) and summary of the analytical data that were received during the reporting period; and the developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and actual or planned resolutions of past or anticipated problems. The monthly progress reports will summarize the field activities conducted each month including, but not limited to drilling and sample locations, depths and descriptions; boring logs; sample collection logs; field notes; problems encountered; solutions to problems; a description of any modifications to the procedures outlined in the RI/FS Work Plan, the FSP, QAPP or Health and Safety Plan, with justifications for the modifications; a summary of all data received during the reporting period and the analytical results; and upcoming field activities. In addition, the Respondents shall provide the RPM or the entity designated by the RPM with all laboratory data within the monthly progress reports and in no event later than 90 days after samples are shipped for analysis.

EXHIBIT A
Schedule for Major Deliverables

Deliverable	Due Date
AOC Requirement – Assignment of Project Coordinator and Supervisory Consultant	Contact information and qualifications of the designated Project Coordinator and Supervisory Consultant who will be responsible for administration of all actions by the Respondents was submitted to U.S. EPA for pre-approval on March 19, 2017.
AOC Requirement – Identification of Proposed Contractors, Consultants and Laboratories and Quality Management Plan (QMP)	Respondents will notify U.S. EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants, and laboratories to be used in carrying out the Work within 30 days after the Effective Date, and before the Work outlined below begins. With respect to any proposed contractor, the Respondents will demonstrate that the proposed contractor has a quality system that complies with ANSI/ASQC E4-1994, “Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs,” (American National Standard, January 5, 1995, or most recent version), by submitting a copy of the proposed contractor’s Quality Management Plan (“QMP”).
TASK 1.2.2 – RI/FS Planning Documents for IPI, including IPI Work Plan/Field Sampling Plan, Quality Assurance Project Plan and Health and Safety Plan	Draft RI/FS Planning documents for the IPI due 120 calendar days after the effective date of the AOC. Final RI/FS Planning Documents for the IPI due 30 days after U.S. EPA notification of deficiencies pursuant to Section 2 of the SOW and Section X of the AOC.
TASK 2 – Technical Assistance Plan (TAP)	TAP due within 30 days after a request by U.S. EPA.
TASK 2 – Quarterly Progress Reports on Implementation of the TAP	10 calendar days after the end of each calendar year quarter; first report due in the first full calendar year quarter after the effective date of the AOC if TAP is requested.
TASK 3 – IPI Implementation and Technical Memorandum	Draft IPI Technical Memorandum due 120 days after U.S. EPA approval of Final RI/FS Planning Documents for the IPI. Final IPI Technical Memorandum due 30 days after receipt of U.S. EPA comments.
TASK 3 – RI/FS Work Plan for Site Characterization	Draft RI/FS Work Plan for Site Characterization (including modifications to Final RI/FS Planning Documents for the IPI) due 90 days after U.S. EPA approval of the Final IPI Technical

	Memorandum. Final RI/FS Work Plan due 30 days after receipt of U.S. EPA comments.
TASK 3 – Implementation of Final RI/FS Work Plan for Site Characterization	Schedule for implementation of Final RI/FS Work Plan for Site Characterization shall be incorporated into the Work Plan
TASK 4 – RI Report	Schedule for submittal of Draft RI Report to be included in the Final RI/FS Work Plan for Site Characterization. Final RI Report due 30 days after receipt of U.S. EPA's comments to the Draft RI Report.
TASK 5.1 – Candidate Technologies and Testing Needs Technical Memorandum	No later than the submittal of the Draft RI Report.
TASK 5.2.1 – Draft and Final Treatability Testing Work Plan and SAP or Amendments to the Final RI/FS Work Plan, FSP and/or QAPP (if required)	Within 30 days of request of U.S. EPA.
TASK 5.2.2 – Draft and Final Treatability Testing Health and Safety Plan or Amendment to the Original Health and Safety Plan (if required)	Within 30 days of request of U.S. EPA.
TASK 5.2.3 – Draft and Final Treatability Study Evaluation Report (if required)	With the Site Characterization Technical Memorandum, the RI Report (Task 4), or according to the schedule in the Treatability Study Work Plan.
TASK 6 – Remedial Action Objectives Technical Memorandum	With the Draft RI Report (Task 4).
TASK 6 – Alternatives Screening Technical Memorandum	30 calendar days after receipt of U.S. EPA's comments on the Remedial Action Objectives Technical Memorandum.
TASK 7 – Comparative Analysis of Alternatives Technical Memorandum	30 calendar days after receipt of U.S. EPA's comments on the Alternatives Screening Technical Memorandum.
TASK 7 – FS Report	FS Report due 45 calendar days after receipt of U.S. EPA's comments on the Comparative Analysis of Alternatives Technical Memorandum. Final FS Report due 30 calendar days after receipt of U.S. EPA's notification of deficiency on the draft FS Report pursuant to Section II of the SOW and Section X of the AOC.
TASK 8 – Monthly Progress Reports	On the 15 th day of each month or the first business day after the 15 th day of the month commencing 30 calendar days after the effective date of the AOC.

EXHIBIT B

Partial List of Guidance

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RI/FS process. The majority of these guidance documents, and additional applicable guidance documents, may be downloaded from the following websites:

<http://www.epa.gov/superfund/pubs.htm> (General Superfund) <http://clu.in.org> (Site Characterization, Monitoring and Remediation) <http://www.epa.gov/ORD/NRMRL/Pubs> (Site Characterization and Monitoring) http://www.epa.gov/quality/qa_docs.html#guidance (Quality Assurance) <http://www.epa.gov/superfund/programs/risk/toolthh.htm> (Risk Assessment - Human) <http://www.epa.gov/superfund/programs/risk/tooleco.htm> (Ecological Risk Assessment) <http://www.epa.gov/superfund/programs/lead> (Risk Assessment - Lead) <http://cfpub.epa.gov/ncea> (Risk Assessment - Exposure Factors/Other) <http://www.epa.gov/nepis/srch.htm> (General Publications Clearinghouse) <http://www.epa.gov/clariton/clhtml/pubtitle.html> (General Publications Clearinghouse)

1. The (revised) National Contingency Plan;
2. Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9355.3-01, EPA/540/G-89/004, October 1988.
3. Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/P-91/001, February 1991.
4. Implementing Presumptive Remedies, U.S. EPA, Office of Emergency and Remedial Response, EPA-540-R-97-029, October 1997.
5. Presumptive Remedy for CERCLA Municipal Landfill Sites, U.S. EPA, OSWER Directive No. 9355.0-49FS, EPA-540-F-93-035, September 1993.
6. Presumptive Remedies: CERCLA Landfill Caps RI/FS Data Collection Guide, U.S. EPA, OSWER 9355.3-18FS, EPA/540/F-95/009, August 1995.
7. Presumptive Response Strategy and Ex-Situ Treatment Technologies for Contaminated Ground Water at CERCLA Sites, OSWER 9283.1-12, EPA-540-R-96-023, October 1996.
8. Field Analytical and Site Characterization Technologies Summary of Applications, U.S. EPA, EPA-542-F-97-024, November 1997.

9. CLU-IN Hazardous Waste Clean-Up Information World Wide Web Site, U.S. EPA, EPA- 542-F-99-002, February 1999.
10. Field Sampling and Analysis Technology Matrix and Reference Guide, U.S. EPA, EPA- 542-F-98-013, July 1998.
11. Subsurface Characterization and Monitoring Techniques: A Desk Reference Guide, Volumes 1 and 2, U.S. EPA, EPA/625/R-93/003, May 1993.
12. Use of Airborne, Surface, and Borehole Geophysical Techniques at Contaminated Sites: A Reference Guide, U.S. EPA, EPA/625/R-92/007(a,b), September 1993.
13. Innovations in Site Characterization: Geophysical Investigation at Hazardous Waste Sites, U.S. EPA, EPA-542-R-00-003, August 2000.
14. Innovative Remediation and Site Characterization Technology Resources, U.S. EPA, OSWER, EPA-542-F-01 -026b, January 2001.
15. Handbook of Suggested Practices for the Design and Installation of Ground-Water Monitoring Wells, U.S. EPA, EPA/600/4-89/034, 1991.
16. Ground-Water Sampling Guidelines for Superfund and RCRA Project Managers, U.S. EPA, EPA-542-S-02-001, May 2002.
17. Ground Water Issue: Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures, U.S. EPA, EPA/540/S-95/504, April 1996.
18. Superfund Ground Water Issue: Ground Water Sampling for Metals Analysis, U.S. EPA, EPA/540/4-89/001, March 1989.
19. Resources for Strategic Site Investigation and Monitoring, U.S. EPA, OSWER, EPA-542- F-010030b, September 2001.
20. Region 5 Framework for Monitored Natural Attenuation Decisions for Groundwater, U.S. EPA Region 5, September 2000.
21. Ground Water Issue: Suggested Operating Procedures for Aquifer Pumping Tests, U.S. EPA, OSWER, EPA/540/S-93/503, February 1993.
22. Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water, U.S. EPA, EPA/600/R-98/128, September 1998.

23. Use of Monitored Natural Attenuation at Superfund, RCRA Corrective Action and Underground Storage Tank Sites, U.S. EPA, OSWER Directive 9200.4-17P, April 21, 1999.24. Ground Water Issue: Fundamentals of Ground-Water Modeling, U.S. EPA, OSWER, EPA/540/S-92/005, April 1992.
25. Assessment Framework for Ground-Water Model Applications, U.S. EPA, OSWER Directive #9029.00, EPA-500-B-94-003, July 1994.
26. Ground-Water Modeling Compendium - Second Edition: Model Fact Sheets, Descriptions, Applications and Cost Guidelines, U.S. EPA, EPA-500-B-94-004, July 1994.
27. A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents, U.S. EPA, Office of Solid Waste and Emergency Response, OSWER Directive No. 9200.1-23P, EPA 540-R-98-031, July 1999.
28. Region 5 Instructions on the Preparation of A Superfund Division Quality Assurance Project Plan Based on EPA QA/R-5, Revision 0, U.S. EPA Region 5, June 2000.
29. Guidance for the Data Quality Objectives Process (QA-G-4), U.S. EPA, EPA/600/R- 96/055, August 2000.
30. Guidance for the Data Quality Objectives Process for Hazardous Waste Sites (QA/G- 4HW), U.S. EPA, EPA/600/R-00/007, January 2000.
31. Guidance for the Preparation of Standard Operating Procedures (QA-G-6), U.S. EPA, EPA/240/B-01/004, March 2001.
32. EPA Requirements for Quality Management Plans (QA/R-2), U.S. EPA, EPA/240/B- 01/002, March 2001.
33. EPA Requirements for QA Project Plans (QA/R-5), U.S. EPA, EPA/240/B-01/003, March 2001.
34. Guidance for Quality Assurance Project Plans (QA/G-5), U.S. EPA, EPA/600/R-98/018, February 1998.
35. Users Guide to the EPA Contract Laboratory Program, U.S. EPA, Sample Management Office, OSWER Directive No. 9240.0-01D, January 1991.
36. Technical Guidance Document: Quality Assurance and Quality Control for Waste Containment Facilities, U.S. EPA, EPA/600/R-93/182, 1993.

37. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part A), U.S. EPA, EPA/540/1-89/002, December 1989.
38. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part B, Development of Risk-Based Preliminary Remediation Goals), U.S. EPA, EPA/540/R-92/003, OSWER Publication 9285.7-01B, December 1991.
39. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part C - Risk Evaluation of Remedial Alternatives), U.S. EPA, Office of Emergency and Remedial Response, Publication 9285.7-01C, October, 1991.
40. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part D - Standardized Planning, Reporting, and Review of Superfund Risk Assessments), U.S. EPA, Office of Emergency and Remedial Response, Publication 9285.7-47, December 2001.
41. Risk Assessment Guidance for Superfund: Volume III - Part A, Process for Conducting Probabilistic Risk Assessment, U.S. EPA, OSWER Publication 9285.7-45, EPA-540-R-02-002, December 2001.
42. Policy for Use of Probabilistic in Risk Assessment at the U.S. Environmental Protection Agency, U.S. EPA, Office of Research and Development, 1997.
43. Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors, U.S. EPA, OSWER Directive 9285.6-03, March 25, 1991.
44. Exposure Factors Handbook, Volumes I, II, and III, U.S. EPA, EPA/600/P-95/002Fa,b,c, August 1997.
45. Supplemental Guidance to RAGS: Calculating the Concentration Term, U.S. EPA, OSWER Publication 9285.7-08I, May 1992.
46. Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities, U.S. EPA, OSWER Directive 9355.4-12, EPA/540/F-94/043, July 14, 1994.
47. Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities, U.S. EPA, OSWER Directive 9200.4-27, EPA/540/F-98/030, August 1998.
48. Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children, U.S. EPA, OSWER Publication 9285.7-15-1, February 1994; and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at www.epa.gov/superfund/programs/lead/prods.htm.

49. Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children, Version 0.99D, NTIS PB94-501517, 1994 or Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children, Windows© version, 2001,
50. Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions, U.S. EPA, OSWER Directive 9355.0-30, April 22, 1991.
51. Performance of Risk Assessments in Remedial Investigation /Feasibility Studies (RI/FSS) Conducted by Potentially Responsible Parties (PRPs), OSWER Directive No. 9835.15, August 28, 1990.
52. Supplemental Guidance on Performing Risk Assessments in Remedial Investigation Feasibility Studies (RI/FSS) Conducted by Potentially Responsible Parties (PRPs), OSWER Directive No. 9835.15(a), July 2, 1991.
53. Role of Background in the CERCLA Cleanup Program, U.S. EPA, OSWER 9285.6-07P, April 26, 2002.
54. Soil Screening Guidance: User's Guide, U.S. EPA, OSWER Publication 9355.4-23, July 1996.
55. Soil Screening Guidance: Technical Background Document, U.S. EPA, EPA/540/R95/128, May 1996.
56. Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites (Peer Review Draft), U.S. EPA, OSWER Publication 9355.4-24, March 2001.
57. Ecological Risk Assessment Guidance for Superfund: Process for Designing & Conducting Ecological Risk Assessments, U.S. EPA, OSWER Directive 9285.7-25, EPA-540-R-97-006, February 1997.
58. Guidelines for Ecological Risk Assessment, U.S. EPA, EPA/630/R-95/002F, April 1998.
59. The Role of Screening-Level Risk Assessments and Refining Contaminants of Concern in Baseline Ecological Risk Assessments, U.S. EPA, OSWER Publication 9345.0-14, EPA/540/F-01/014, June 2001.
60. Ecotox Thresholds, U.S. EPA, OSWER Publication 9345.0-12FSI, EPA/540/F-95/038, January 1996.
61. Issuance of Final Guidance: Ecological Risk Assessment and Risk Management Principles for Superfund Sites, U.S. EPA, OSWER Directive 9285.7-28P, October 7, 1999.

62. Guidance for Data Usability in Risk Assessment (Quick Reference Fact Sheet), OSWER 9285.7-05FS, September, 1990.
63. Guidance for Data Usability in Risk Assessment (Part A), U.S. EPA, Office of Emergency and Remedial Response, Publication 9285.7-09A, April 1992.
64. Guide for Conducting Treatability Studies Under CERCLA, U.S. EPA, EPA/540/R-92/071a, October 1992.
65. CERCLA Compliance with Other Laws Manual, Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9234.1-01 and -02, EPA/540/G-89/009, August 1988.
66. Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites, U.S. EPA, Office of Emergency and Remedial Response, (Interim Final), OSWER Directive No. 9283.1-2, EPA/540/G-88/003, December 1988.
67. Considerations in Ground-Water Remediation at Superfund Sites and RCRA Facilities - Update, U.S. EPA, OSWER Directive 9283.1-06, May 27, 1992.
68. Methods for Monitoring Pump-and-Treat Performance, U.S. EPA, EPA/600/R-94/123, June 1994.
69. Pump-and-Treat Ground-Water Remediation A Guide for Decision Makers and Practitioners, U.S. EPA, EPA/625/R-95/005, July 1996.
70. Ground-Water Treatment Technology Resource Guide, U.S. EPA, OSWER, EPA-542-B- 94/009, September 1994.
71. Land Use in the CERCLA Remedy Selection Process, U.S. EPA, OSWER Directive No. 9355.7-04, May 25, 1995.
72. Reuse Assessments: A Tool To Implement The Superfund Land Use Directive, U.S. EPA, OSWER 9355.7-06P, June 4, 2001.
73. Reuse of CERCLA Landfill and Containment Sites, U.S. EPA, OSWER 9375.3-05P, EPA- 540-F-99-015, September 1999.
74. Reusing Superfund Sites: Commercial Use Where Waste is Left on Site, U.S. EPA, OSWER 9230.0-100, February 2002.
75. Covers for Uncontrolled Hazardous Waste Sites, U.S. EPA, EPA/540/2-85/002, 1985.

76. Technical Guidance Document: Final Covers on Hazardous Waste Landfills and Surface Impoundments, U.S. EPA, OSWER, EPA/530-SW-89-047, July 1989.
77. Engineering Bulletin: Landfill Covers, U.S. EPA, EPA/540/S-93/500, 1993.
78. Principles for Managing Contaminated Sediment Risks at Hazardous Waste Sites, U.S. EPA OSWER Directive 9285.6-08, February 12, 2002.
79. Institutional Controls: A Site Manager's Guide to Identifying, Evaluating and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups, U.S. EPA, OSWER 9355.0-74FS-P, EPA/540-F-00-005, September 29, 2000.
80. Health and Safety Requirements of Employees Employed in Field Activities, U.S. EPA, Office of Emergency and Remedial Response, EPA Order No. 1440.2, July 12, 1981.
81. OSHA Regulations in 29 CFR 1910.120, Federal Register 45654, December 19, 1986.
82. Standard Operating Safety Guides, PB92-963414, June 1992.
83. Community involvement in Superfund: A Handbook, U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9230.0#3B June 1988; and OSWER Directive No. 9230.0-3C, January 1992.

Sample Agreement between the Community Group and Technical Advisor

AGREEMENT BETWEEN

[Insert name of Community Group]

AND

[Insert Name of Technical Advisor]

FOR TECHNICAL ASSISTANCE TO THE COMMUNITY AFFECTED BY

[Insert Site Name]

I. Scope of Agreement

This contract is entered into this _____ day
of _____, 20__, by and between the
[insert name of Community Group]
(Community Group) and [insert name of
Technical Advisor(s) (TA(s))] of [Business
Address].

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- II. Statement of Duties (p. 2)
- III. Payment Provisions (p. 5)
- IV. Dispute Resolution (p. 7)
- V. Termination (p. 7)
- VI. Record Retention and Audits (p. 8)
- VII. General Clauses (p. 8)

A. Purpose:

The Community Group is entering into this agreement with TA, who will provide the services of a technical advisor and assist in the review and analysis of remedial activities at the [insert site name] Superfund Alternative site (Site). The TA will assist Community Group members in interpreting documents generated throughout the Superfund process at this Site. The TA also will help members review site data and data-gathering techniques. Through this technical assistance, the TA will ensure that Community Group members are thoroughly informed about all aspects of site cleanup activities, which will enable them to participate more effectively in EPA's decision-making process.

B. Agreement Period

Subject to the Termination Clause, this Agreement will cover the period from the execution of this Agreement, through the [insert cleanup work/phase] but not longer than [insert x years] from the date of this Agreement. The parties to this Agreement may agree to revise the length of this Agreement pursuant to the "Modifications" paragraph of Section VII.

II. STATEMENT OF DUTIES

A. Duties of the Community Group

1. The Community Group appoints *[insert individual's name]* as the Manager for this agreement. The Manager is the only person authorized by the Community Group to amend this agreement, negotiate changes, receive reports, and accept any other deliverables. The TA must not incur costs at the direction of anyone else; otherwise the Community Group shall not be liable for these costs.
2. To the extent practicable or necessary, the Community Group agrees to request specific tasks from the TA in writing, with an explanation of the anticipated action items and an estimate of the hours anticipated to be charged by the TA. *[See example request at the end of this sample Agreement.]*
3. The Community Group agrees to make responsible efforts to process payments promptly, in accordance with Section III below.

B. Duties of the Technical Advisor

1. Specific Tasks

- a. The TA will perform the following tasks during the initial contractual period, beginning just prior to the start of the *[insert starting point, e.g., remedial investigation (RI)]* at this Site:

[e.g.:

- (1) Review of technical documents generated during the RI. These documents will include the RI work plan, sampling plan, quality assurance/quality control plan, RI report, and risk assessment.*
- (2) Attendance at EPA's RI kickoff meeting.*
- (3) Preparation of summary memoranda and reports.*
- (4) Preparation of questions and review of Community Group comments/questions for the public meeting on the RI kickoff.*
- (5) Presentations to Community Group members and others.]*

- b. The TA shall submit the following reports:

- (1) Progress reports.* The TA shall submit monthly progress reports to the Community Group. These reports shall be submitted within fifteen (15) days of the end of each calendar month. These reports shall, at a minimum, contain the following information summarizing the activities undertaken to date by the TA:
 - (a) Hours worked, categorized by the Scope of Work tasks;
 - (b) Dollars spent by task and total dollars spent for the reporting period;
 - (c) A description of activities;

- (d) A copy of any written materials prepared during the reporting period; and
- (e) An identification of any outstanding Community Group concerns about the site that have not been addressed.

(2) *Final Report.* Within 60 days of the end of the agreement, the TA shall prepare and submit to the Community Group, for its review and approval, a final report that shall detail all activities undertaken under the agreement and evaluate their effectiveness in meeting the purpose of the agreement. The Community Group shall review the final report and may require revisions. Upon receipt of the Community Group revisions, the TA shall incorporate any revisions necessary and resubmit the final report within 15 days.

2. General Statement of Responsibilities

- a. The TA is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports or other services furnished by the TA under his/her agreement. The TA shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports and other services.
- b. The TA shall perform the professional services necessary to accomplish the work specified in this agreement in accordance with this agreement and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
- c. The Community Group's or EPA's approval of reports and incidental work or materials furnished hereunder shall not in any way relieve the TA of responsibility for the technical adequacy of his/her work. Neither the Community Group's nor EPA's review, approval, acceptance, or payment of any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this agreement.
- d. The TA shall be, and shall remain, liable in accordance with applicable law for all damages to the Community Group or EPA caused by the TA's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the Community Group, Community Group-furnished data, or any third party. The TA shall not be responsible for any time delays in the project caused by circumstances beyond the TA's control.
- e. The TA's obligations under this clause are in addition to the TA's other express or implied assurances under this agreement or state law and in no way diminish any other rights that the Community Group may have against the TA for faulty materials, equipment, or work.

3. Organizational Conflict of Interest

The TA warrants, to the best of his/her knowledge and belief, that either there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, or that the TA has disclosed all such relevant information. An organizational conflict of interest exists when the nature of the proposed work may result in an unfair competitive advantage to the TA or impair the TA's objectivity in performing the agreement work.

- a. Prior to the commencement of any work, the TA agrees either to notify the Community Group that, to the best of his/her knowledge and belief, no actual, apparent, or potential organizational conflict of interest exists or to identify to the Community Group any actual, apparent, or potential organizational conflict of interest.
- b. The TA agrees that if an actual, apparent, or potential organizational conflict of interest is identified during performance, he/she will immediately make a full disclosure in writing to the Community Group. This disclosure shall include a description of actions that the TA has taken or proposes to take after consultation with the Community Group to avoid, mitigate, or neutralize the actual, apparent, or potential organizational conflict of interest. The TA shall continue performance until notified by the Community Group of any contrary action to be taken.
- c. The TA agrees to immediately notify the Community Group by telephone and by letter should he/she enter into any other agreement or agreement that would create an actual or potential conflict of interest or violation of the Procurement Integrity Act of 1988. The Community Group may terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the TA was aware, or should have been aware, of a potential organizational conflict after award and did not disclose or misrepresented relevant information to the Community Group, the Community Group may terminate this Agreement for default or pursue such other remedies as may be permitted by law.
- d. The TA further agrees to insert into any such subagreement or consulting agreement hereunder provisions that shall conform substantially to the language of this Agreement.
- e. The provisions under this section shall apply until the earlier of the termination date or the duration of this agreement.

4. Personal Conflict of Interest

The TA agrees to immediately notify the Community Group of any actual, apparent, or potential personal conflict of interest with regard to any employee, subTA employee, or consultant working on or having access to information concerning this agreement. A personal conflict of interest is defined as a relationship of an employee, subTA employee, or consultant with an entity that may impair the objectivity of the employee, subTA

employee, or consultant in performing the work.

- a. The TA agrees to notify the Community Group prior to incurring costs for that employee's work where an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on this agreement has begun, the TA shall immediately notify the Community Group of the personal conflict of interest. The TA shall continue performance of this subagreement until notified by the Community Group of the appropriate action to be taken.
- b. The TA agrees to insert into each subagreement or consulting agreement that he/she enters language that shall conform substantially to this agreement.
- c. The provisions under this section with regard to employee personnel performing under this agreement shall apply until the earlier of the termination date of the affected employee or the duration of this agreement.

5. Prohibited Activities

The services to be provided by the TA under this agreement shall not include any of the following activities:

- a. Serving as a Technical Assistant Grant (TAG) TA at the same site for which the TA is doing work for the federal or state government or any other entity.
- b. Assisting an attorney in preparing a legal action or preparing for and serving as an expert witness at any legal proceeding.
- c. Partisan political activity, including lobbying for any issue or cause, or to further the election or defeat of any candidate for public office.
- d. Generation of new primary data such as well drilling and testing, including split sampling.
- e. Reopening final EPA decisions or conducting disputes with EPA.
- f. Without prior review and approval by the Community Group, disclose or release informational materials to the general public, other governmental agencies, businesses, or other legal entities.

III. PAYMENT PROVISIONS

A. Rates

- 1. The Community Group shall compensate the TA for the services outlined in this agreement at a rate of *[insert rate per hour]*, which shall include overhead, general and administrative costs, and any allowed fee or profit.

2. Reimbursement for other direct costs, not to exceed *[insert cost]*, shall be at the following rates:

- a. Telephone expenses – at cost
- b. Postage – at cost
- c. Stationery – at cost
- d. Secretarial – at cost
- e. Copying, printing – at cost
- f. Other expenses (graphics, for example) – at cost
- g. Lodging and Per Diem expense – up to \$100 per day (charged at the government rate)
- h. Other travel expenses – at cost

Travel rates shall be limited to approved federal reimbursement rates. (These rates can be found in 41 CFR 301-304.)

3. Overall maximum payment for the agreement, including any reimbursement authorized in (1) and (2) above, shall not exceed:

[insert amount] (amount in words)

[insert amount] (amount in numbers)

4. Payment shall be made on a basis in accordance with paragraph B of Section III of this agreement.

5. In no event shall the TA be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

B. Payment of Costs Covered by this Agreement

1. Monthly, the TA shall submit time sheets and corresponding invoices to: *[insert proper contact's name and title]*, Community Group, for services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total hours charged for the month, rate and total cost, and specify the total charge for that month for each of the "Other Direct Cost" categories specified in provision III(A) of this agreement.

2. If the Invoices are approved, Community Group agrees to make responsible efforts to process payments promptly. The Community Group is limited under its agreement with the PRP at this site to reimbursement on a _____ *[e.g., quarterly]* basis. Thus, TA payment is also subject to this payment schedule. *[This paragraph should be revised as appropriate to reflect the Community Group's agreement with the PRP.]*

3. The Community Group retains the right to withhold up to 10% of the total agreement value from the final payment pending closeout of this agreement.
4. Upon satisfactory completion of the work performed under this agreement, as a condition before final payment under this agreement, or as a termination settlement under this agreement, the TA shall execute and deliver to the Community Group a release from any future claims against the Community Group arising under this agreement, except claims that are specifically exempted by the TA to be set forth in the release. Unless otherwise provided in this agreement, by state law or otherwise expressly agreed to by the parties to this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute a waiver of the Community Group's claims against the TA under this agreement.

IV. DISPUTE RESOLUTION

Unless otherwise provided in this agreement, all claims, counter claims, disputes, and other matters in question between the Community Group and the TA arising out of, or relating to, this agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Community Group is located.

V. TERMINATION

A. This agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

B. This agreement may be terminated in whole or in part, in writing, by the Community Group for its convenience, provided that the TA is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is effected by the Community Group, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the TA at the time of termination may be adjusted to cover any additional costs to the Community Group because of the TA's default, if termination for default is effected by the TA, or if termination for convenience is effected by the Community Group, the equitable adjustment shall include a reasonable profit for services or other work performed.

The equitable adjustment for any termination shall provide for payment to the TA for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the TA relating to commitments which had become firm prior to the termination.

D. Upon receipt of a termination action under paragraphs (A) or (B) above, the TA shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Community Group all data, drawings, specifications, reports, estimates, summaries, and other information and materials as may have been accumulated by the TA in performing this agreement, whether completed or in process.

E. Upon termination under paragraphs (A) or (B) above, the Community Group may take over the work and may award another party an agreement to complete the work under this agreement.

F. If, after termination for failure of the TA to fulfill contractual obligations, it is determined that the TA had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the agreement price shall be made as provided in paragraph (C) of this clause.

VI. RECORD RETENTION AND AUDITS

A. The TA shall maintain books, records, documents, and other evidence directly pertinent to performance under this agreement in accordance with generally accepted accounting principles and practices. The TA also shall maintain the financial information and data used in the preparation or support of the cost submission and a copy of the cost summary submitted to the recipient.

B. All records required under this agreement shall be maintained by the TA during performance on work under this agreement. Such records must clearly detail acquisitions, work progress, reports, expenditures, and commitments indicating their relationship to established costs and schedules. These records shall be retained for at least ten years from close out of the agreement, unless audit, litigation, cost recovery, and/or any disputes are initiated before the end of the ten-year retention period. Prior written approval shall be obtained from the Community Group before any records may be destroyed after the record retention period.

C. The Community Group shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The TA will provide proper facilities for such access and inspection.

VII. GENERAL CLAUSES

A. The United States is Not a Party to this Agreement

Neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this Agreement or any lower tier agreement.

B. Covenant Against Contingent Fees

The TA assures that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the TA for the purpose of securing business. For breach or violation of this assurance, the Community Group shall have the right to annul this agreement without liability, or at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such commission, percentage, or brokerage or contingent fee.

C. Modifications of Agreement

The terms of the Agreement may be modified only by written mutual agreement of all parties to this Agreement.

D. Contact Information

For purposes of this Agreement, all correspondence directed to the parties should be sent to the following addresses:

1. Community Group: *[insert name and address of appropriate contact.]*
2. TA: *[insert name and address of appropriate contact.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

On behalf of the Community Group

Signature

Type/Print Name

Title

On behalf of the TA

Signature

Type/Print Name

Title

Sample Agreement between PRP and the Community Group

AGREEMENT BETWEEN

[Insert name of PRP]

AND

[Insert name of Community Group]

FOR FUNDING TECHNICAL ASSISTANCE TO THE COMMUNITY AFFECTED BY

[Insert Site Name]

I. Scope of Agreement

This Agreement is entered into this _____ day of _____, 20__, by and between the [insert name of PRP] (PRP) and [insert name of Community Group] (Community Group).

A. Purpose

As part of the [insert name of settlement agreement], the PRP agreed to implement a Technical Assistance Plan (TAP) at the request of EPA. A TAP is designed to provide the affected community in and around a Superfund Alternative site with quality technical information and analysis to aid in its meaningful understanding of and participation in the response activities undertaken in its community.

To implement the TAP provision in the [insert name of settlement agreement] for the [insert name of site] (Site), the Community Group is entering into this agreement with PRP, who will provide and administer up to \$50,000 of its funds to be used by the Community Group (1) to hire a technical advisor(s) (TA(s)) who can help group members understand site cleanup issues and (2) to enable the group to share this information with others in the community. If EPA finds that the Community Group demonstrates a need for additional funds then the PRP will provide the additional funds needed. Pursuant to the [insert name of settlement agreement], at the conclusion of the [insert appropriate end point], any unobligated funds shall be retained by the PRP.

Contents

- I. Scope of Agreement (p. 1)
- II. General Statement of Duties (p. 2)
- III. Dispute Resolution (p. 6)
- IV. Termination (p. 6)
- V. Record Retention and Audits (p. 6)
- VI. General Clauses (p. 7)

B. Agreement Period

Subject to the Termination Clause, this Agreement will cover the period from the execution of this Agreement, through the *[insert cleanup work/phase]*. The parties to this Agreement may agree to revise the length of this Agreement pursuant to Section VI.D.

II. General Statement of Duties

A. Duties of the Community Group

1. The Community Group appoints *[insert individual's name]* as the Manager for this Agreement. The Manager is the only person authorized by the Community Group to amend this Agreement.
2. By no later than *[insert date]*, the Community Group will notify the PRP of the identity of the TA it has selected and provide a list of anticipated TA deliverables and associated costs. The Community Group agrees that the TA will not begin work until one week after *[insert same date as above]*.
3. In order to communicate with and educate the community affected by *[insert Site name]*, the Community Group agrees to:
 - (a) Make the TA's reports, summaries, and other site-related documents available to community members;
 - (b) Accommodate reasonable information requests and suggestions by community members;
 - (c) Publicize, organize, and host meetings with the affected community on an "as needed basis"; and
 - (d) Arrange to have the TA present and available at such meetings, to the extent practicable.
4. The Community Group agrees to request funds for TAP activities in accordance with Sections II.C. and II.D. of this Agreement.
5. On a quarterly basis beginning *[insert date]*, the Community Group agrees to provide the PRP with a progress report, which should include, at a minimum:
 - (a) A detailed list of TA deliverables and the Community Group's activities and expenditures;
 - (b) A calendar of its upcoming meetings and other activities relating to the TAP; and
 - (c) An explanation of any current problems or disputes between the parties.
6. If the Community Group needs additional TAP funds, it agrees to follow EPA procedures for making such a request. The Community Group agrees that it may not request additional TAP assistance until it can document that \$40,000 of the initial \$50,000 has been spent.

B. The Duties of the PRP

1. The PRP has designated *[insert contact name]* as the point of contact for this Agreement and general TAP issues. *[Insert contact name]* shall serve as the primary contact with the selected Community Group and also may respond to the public's inquiries and questions about the Site and/or TAP. *[Note: Respondent must have EPA's approval to select a third party as point of contact.]*
2. The PRP agrees to provide funds for TAP activities in accordance with Sections II.C. and II.D. of this Agreement.
3. On a quarterly basis beginning *[insert date]*, the PRP must provide the Community Group and EPA with a progress report, which shall include, at a minimum:
 - (a) A detailed list of TAP services that have been paid for or are pending payment by the PRP and the amount of remaining TAP funds still available;
 - (b) A calendar of upcoming activities relating to the TAP;
 - (c) An explanation of any current problems or dispute between the parties;
 - (d) With the copy to EPA, a copy of the Community Group's most recent quarterly report.
4. The PRP agrees that it may not direct the TA or the Community Group to perform specific tasks or services.

C. Payment of Costs Covered by This Agreement

[These provisions may be modified to reflect alternate arrangements for reimbursement / payment of costs and expenses that have been accepted by all parties. For example, the PRP and Community Group may agree to a series of advance payments rather than a reimbursement/invoice system.]

1. *[If appropriate, include the following paragraph.]* The PRP has agreed to make \$5,000 of the initial \$50,000 available to the Community Group for start-up costs. Based on that offer, *[explain actions taken or to be taken.]*
2. The Community Group agrees to submit requests for reimbursement to the PRP on a *[monthly / quarterly]* basis. A copy of each request shall also be sent to EPA. Such requests for reimbursement may include, but not be limited to:
 - (a) Invoices from the TA that the Community Group has reviewed and found consistent with the work executed.
 - (b) Documentation and/or invoices for the Community Group's activities and expenses.
3. The PRP agrees to respond to all requests for reimbursement submitted by the Community Group within 15 days of receipt. Generally, the PRP's response shall include payment in full. If the PRP's response does not include the payment in full, PRP shall send a letter explaining why costs were not reimbursed. A copy of such a letter shall also be sent to EPA.

D. Costs Not Covered by This Agreement

1. Under the TAP and this Agreement, the Community Group will not receive reimbursement for any of the following activities:

- (a) Activities related to lawsuits, litigation or other legal actions, including attorney fees and/or the TA's fees for assisting an attorney with a legal action or preparing for and serving as an expert witness at any legal proceeding regarding or affecting the Site. (TAP funds can be used to pay for the TA's assistance with correspondence to EPA or another federal agency regarding the Site, including, but not limited to, submission of comments during a public comment period.);
 - (b) Tuition or other training expenses for the Community Group's members or TA (except up to \$1,000 for one-time health and safety training for the TA to gain access to the Site);
 - (c) Community Group members' travel or related expenses;
 - (d) Generation of new primary data such as well drilling and testing, including split sampling;
 - (e) Reopening or challenging final decisions such as the Record of Decision or conducting disputes with EPA;
 - (f) Generation of new health data through biomedical testing (e.g., blood or urine testing), clinical evaluations, health studies, surveillance, registries, and/or public health interventions; or
 - (g) Political activity and lobbying.
- i. For purposes of this Agreement, "political activity and lobbying" are defined to include:
- (a) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - (b) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other Community Group established for the purpose of influencing the outcomes of elections;
 - (c) Attempts to influence the introduction of Federal or State legislation (or the enactment or modification of any pending Federal or State legislation) through communication with any member or employee of Congress or the State legislature (including efforts to influence State or local officials to engage in

similar lobbying activity), or with any government official in connection with a decision to sign or veto enrolled legislation;

- (d) Attempts to influence the introduction of Federal or State legislation (or the enactment or modification of any pending Federal or State legislation) by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign, or letter writing or telephone campaign; or
- (e) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

(ii.) For purposes of this Agreement, "political activity and lobbying" does not include:

- (a) Providing a technical and factual presentation of information on a topic relating to the Site through hearing testimony, statements or letters to Congress or the State legislature, or subdivision or member, in response to a documented request made by the recipient member or legislative body or subdivision.
- (b) Submission of comments to EPA or another federal agency during a public comment period.

2. Under the TAP and this Agreement, the Community Group will not receive reimbursement for any of the following expenses

- (a) The value of any volunteer or donated services it receives.
- (b) Costs of alcoholic beverages.
- (c) Costs of promotional items and memorabilia, including gifts and souvenirs.
- (d) Costs of donations by the Community Group to others.
- (e) Entertainment costs, including costs of amusement, social activities, ceremonials and costs relating thereto (such as meals and lodging).
- (f) Costs of any fines or penalties.
- (g) Costs of goods or services for personal use of the Community Group's members or employees.

3. This Agreement merely prohibits the Community Group from requesting TAP funds for any of these activities or expenses. The Community Group reserves the right to engage in such activities or incur such costs at its own expense.

III. Dispute Resolution

The PRP and the Community Group should attempt to resolve informally any issues concerning the use, administration, or payment of funds pursuant to this Agreement, or the performance of other substantive provisions arising out of, or relating to this Agreement or the breach of it. During such a process, the parties shall, to the extent practicable, continue administering, managing, and providing the services required under this Agreement that are not in dispute.

In the event the PRP and the Community Group cannot reach resolution on an issue concerning the use, administration, or payment of funds pursuant to this Agreement, each party agrees to notify EPA of the dispute and to work with EPA to resolve it.

To the extent that issues or situations arise that are not specifically addressed by this Agreement, the parties agree to refer to EPA for guidance and must generally interpret and implement all provisions of this Agreement with the spirit and purpose of a TAP.

IV. Termination

A. Termination Procedures

Before termination of any kind under this Agreement may be effected, the party initiating the termination must provide the other party and EPA: (1) not less than ten calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation prior to termination.

B. Termination

1. Termination by Mutual Agreement

Upon written mutual agreement of both parties to this Agreement, the parties may terminate this Agreement.

2. Termination for Default

With the consent of EPA, this Agreement may be terminated in whole or in part, in writing, by any party in the event of substantial failure by another party to fulfill its obligations under this Agreement through no fault of the terminating party. A "substantial failure" under this Agreement includes, but is not limited to, the following: a determination by EPA that the PRP or the Community Group has failed to adequately and responsibly manage its TAP responsibilities.

V. Record Retention and Audits

The parties to this Agreement shall maintain books, records, documents, and other evidence directly pertinent to the performance of the TAP and this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Such records must clearly detail acquisitions, work progress, reports, expenditures, and commitments indicating their relationship to established costs and

schedules.

These records shall be retained for at least five years from the close out of this Agreement, unless audit, litigation, and/or any disputes are initiated before the end of the five-year retention period. The Community Group may, at the close out of this Agreement, submit such records to the PRP for the five-year period of record retention. The PRP will obtain prior written approval from the Community Group before any records may be destroyed after the record-retention period.

VI. General Clauses

A. The United States is Not a Party to this Agreement

This Agreement is required pursuant to the *[insert name of agreement]*, EPA entered into with the PRP; however, neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this Agreement or any lower tier agreement.

B. The Community Group is Not an Employee of the PRP

The Community Group shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the PRP harmless against claims by third parties arising out of the performance of work under this agreement, including, but not limited to, work performed by the person or entity retained to provide technical assistance to the Community Group. However, the Community Group shall not be liable for the negligent acts of the PRP. For purposes of this Agreement, the Community Group agrees that they are not employees or agents of the PRP and that they are independent of the PRP.

C. Federal, State, and Local Laws

The PRP shall be bound by all applicable Federal and State laws and City ordinances, rules, and regulations. *[If the PRP is a governmental entity, then consider including the following provision.]* For purposes of this Agreement, State laws include, but are not limited to, the State public records law *[insert citation to local "sunshine" law]*. All applicable laws, ordinances, rules, and regulations at any level of government shall be deemed to be incorporated herein and made a part of this Agreement.

D. Modifications of Agreement

The terms of the Agreement may be modified only by written mutual agreement of all parties to this Agreement as well as prior written notification to EPA.

E. Contact Information

For purposes of this Agreement, all correspondence directed to EPA or the parties should be sent to the following addresses:

1. EPA: *[insert name and address of appropriate Regional EPA contact.]*
2. Community Group: *[insert name and address of appropriate contact.]*
3. PRP: *[insert name and address of appropriate contact.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

On behalf of the Community Group

Signature

Type/Print Name

Title

On behalf of the PRP

Signature

Type/Print Name

Title

DRAFT

**Sample Request by Community Group for Specific Tasks
to be Performed by its Technical Advisor**

Request: Assist in the review and analysis of the Remedial Investigation at the [insert site name] Superfund Alternative site (Site).

Time allocation: 134 hours, including one trip

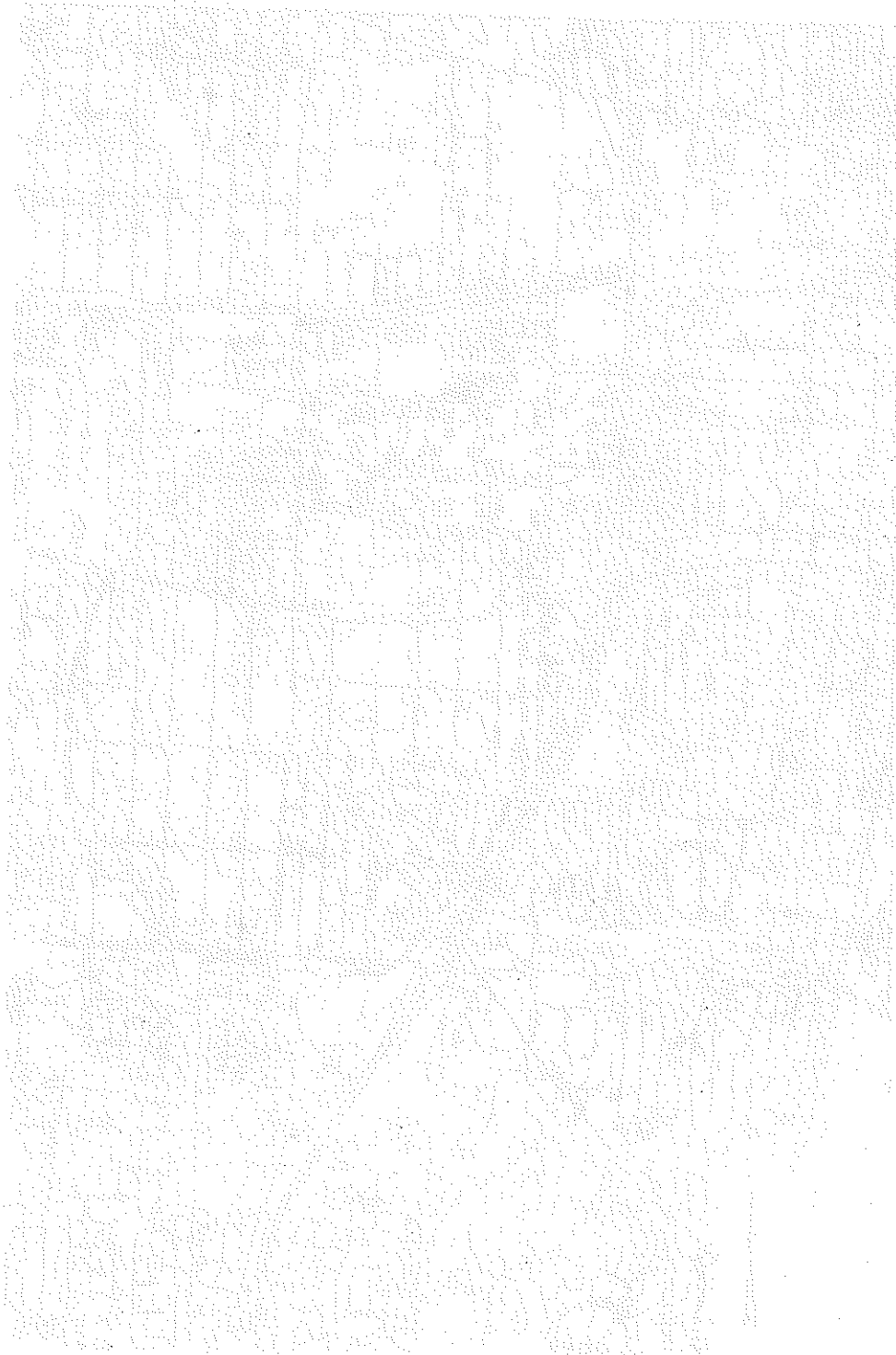
Specifics:

1. The TA's first task will be to review the RI work plan, sampling plan, and quality assurance and quality control plan. The [community group title] wants to ensure that adequate sampling is carried out and gauge the need for testing in areas not included in the RI work plan. No environmental measurements are to be taken by the TA. Special attention shall be given to how EPA plans to investigate [insert specific site circumstance]. From the evaluation, the TA shall prepare a memorandum for the community group's leadership so that this information can be relayed to the membership via the newsletter. EPA will place the memorandum and newsletter in the information repository for the site.
2. The TA shall attend a proposed meeting scheduled for the start of the RI in [insert town, state], between EPA staff and residents. The TA shall prepare questions and review and provide feedback on community group questions to be asked of EPA regarding sampling plans, particularly in regard to the [site name].
3. Upon completion of the RI report, the TA shall help the community group review the results. The TA also shall review the risk assessment (when available). The TA shall prepare memoranda on both these documents as well as an overall RI evaluation report. The TA shall make the information available to the community group membership, via the newsletter, and to EPA, which may place memoranda, reports, and newsletters in the information repository.
4. The TA will analyze the health assessment thoroughly to ensure that public health is being considered adequately and will prepare a summary report on the potential health risks posed by the site and how EPA proposes to address these risks. The TA shall make the information available to the community group membership via the newsletter. The TA will complete a detailed analysis of the remedies outlined in the draft feasibility study and then brief the community group on its contents. Additionally, the TA will prepare a written report to aid the community group's preparation of public comments. This report will provide the TA's recommendations regarding the proposed cleanup measures.

5. The TA will attend the public meeting to be held in [*insert town, state*] during the public comment period. The TA's primary responsibility will be to serve as a resource to the community group's spokespersons at the meeting, interpreting technical information and asking clarifying questions.

DRAFT

APPENDIX C



1. The first part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

2. The second part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

3. The third part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

4. The fourth part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

5. The fifth part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

6. The sixth part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

7. The seventh part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

8. The eighth part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

9. The ninth part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]

10. The tenth part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order. The names are: [illegible]



SOURCE: U.S.G.S. 7.5 MINUTE TOPOGRAPHIC MAPS.
WHEATON, ILLINOIS QUADRANGLE.

FIGURE 1

Legend

Estimated Plume Area as of 2003

SITE LOCATION MAP
ELLSWORTH INDUSTRIAL PARK SITE
U.E. EPA